

**COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 13, 2010**

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

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

RESOLUTION NO. 10-1196

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 9, 2010:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on September 9, 2010; and

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

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

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

PUBLIC COMMENT

Mr. Richard Bird, Speaking Against Resolution No. 10-1203 (In The Matter Of Approving Supplemental Appropriations For The Recorder's Office)

RESOLUTION NO. 10-1197

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0910, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0910:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0910, memo transfers in batch numbers MTAPR0910 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R1005971	STATE	BIOBLOCK TRIAL TO	66211904 - 5290	\$8,230.00	0001
	CHEMICAL	REDUCE GREASE MAT			
	MFG	AND ODOR AT			

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

RESOLUTION NO. 10 -1198

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Child Support Enforcement Agency is requesting that Mathew Smith attend Hearing Officer Training at The Knox County CSEA Department September 16, 2010, at no cost.

The Department of Job and Family Services is requesting that Debra Benjamin attend a Job and Family Services Human Resources Training in Delaware, Ohio September 29, 2010, at the cost of \$25.00. (Fund Number 22411605).

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

RESOLUTION NO. 10-1199

IN THE MATTER OF ACCEPTING THE TREASURER'S REPORT FOR THE MONTH OF AUGUST 2010:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to accept the Treasurer's Report for the month of August 2010.

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(Copy available for review at the Commissioners' Office until no longer of administrative value.)

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

RESOLUTION NO. 10-1200

IN THE MATTER OF APPROVING A DRAINAGE EASEMENT VACATION FOR LOT 5071, NELSON FARMS SECTION 1, PHASE A, PART 1 SUBDIVISION, LIBERTY TOWNSHIP, DELAWARE COUNTY, OHIO, (OFFICIAL RECORD VOLUME 938, PAGE 543):

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

Drainage Easement Vacation

Whereas, The Engineer has received a request from John E. Krieger and Margaret F. Krieger, the owners of Lot 5071, Nelson Farms Section 1, Phase A, Part 1 Subdivision, Liberty Township, commonly known as 1307 Haverhill Court, Delaware, Ohio 43015, to vacate the original twenty (20) foot drainage easement on the Nelson Farms Section 1, Phase A, Part 1 Subdivision plat that crosses the said Lot 5071, and

Whereas, the easement as described on the attached exhibits is located across said Lot 5071 as depicted in Official Record Volume 938, Page 543, Recorder's Office, Delaware County, Ohio, and

Whereas, the original drainage easement that crosses Lot 5071 is no longer required after a new drainage easement was granted across Lot 5071 and was recorded in the Recorder's Office, Delaware County, Ohio on September 7, 2010;

Therefore, the Engineer requests your approval to vacate the easement and to include a marginal reference on Official Record Volume 938, Page 543 of this action to vacate the easement.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the Drainage Easement Vacation For Lot 5071, Nelson Farms Section 1, Phase A, Part 1 Subdivision, Liberty Township, Delaware County, Ohio, (Official Record Volume 938, Page 543).

**VACATION OF DRAINAGE EASEMENT
0.104 ACRE**

Situated in the State of Ohio, County of Delaware, Township of Liberty, located across Lot 5071 of that plat entitled "Nelson Farms Section 1 Phase A Part 1" of record in Official Record 835, Page 2445, as conveyed to John E. Krieger and Margaret F. Krieger by deed of record in Official Record 938, Page 543 (all references refer to the records of the Recorder's Office, Delaware County, Ohio), and being described as follows:

Beginning, for reference, at a common corner of said Lot 5071 and Lot 5072 of said "Nelson Farms Section 1 Phase A Part 1" as conveyed to Multicon Builders, Inc. by deed of record in Official Record 951, Page 1956, being in the northerly line of that 11.750 acre tract conveyed to Nelson Farms Associates, LLC by deed of record in Official Record 638, Page 308;

thence North 03° 41' 58" East, with the line common to said Lot 5071 and Lot 5072, a distance of 30.00 feet to the TRUE POINT OF BEGINNING;

thence North 03° 41' 58" East, continuing with said common line, a distance of 20.00 feet to a point;

thence South 86° 18' 02" East, across said Lot 5071, a distance of 223.82 feet to a point in the westerly line of Lot 5070 of said "Nelson Farms Section 1 Phase A Part 1" as conveyed to John E. Krieger and Margaret F. Krieger of record in Official Record 930, Page 65;

thence South 09° 52' 30" East, with the line common to said Lot 5071 and Lot 5070, a distance of 20.57 feet to a point;

thence North 86° 18' 02" West, across said Lot 5071, a distance of 228.64 feet to the TRUE POINT OF BEGINNING and containing 0.104 acre of land, more or less.

EVANS, MECHWART, HAMBLETON & TILTON, INC.

Heather L. King Registered Surveyor No. 8307HLK:tb/August 3, 2010 0_104 ac 20100950

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

RESOLUTION NO. 10-1201

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IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Job and Family Services recommends hiring Karen Parker as an Income Maintenance Support Worker with the JFS Department; effective September 27, 2010.

Therefore Be It Resolved, that the Commissioners approve hiring Karen Parker as an Income Maintenance Support Worker with the JFS Department; effective September 27, 2010.

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

RESOLUTION NO. 10-1202

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS AND OTHER AMENITIES FOR THE WORKFORCE DEVELOPMENT SUMMIT:

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

WHEREAS, The Ohio Attorney General Opinion No. 82-006 addresses the issue Expenditure Of Public Funds For Proper "Public Purpose", and

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

WHEREAS, the Delaware County Department of Job and Family Services has the responsibility for workforce development activities; and

WHEREAS, the month of September has been declared Workforce Development Month; and

WHEREAS, Delaware County has received funds for the purpose of recognizing workforce development activities in Delaware County; and

WHEREAS, a Summit has been organized and will be held September 28 for the purpose of recognizing and showing appreciation to businesses working in partnership with the One Stop, providing internships, work experience and employment opportunities to job seekers utilizing the One Stop; and

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

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of Department of Job and Family Services funds in an amount not to exceed \$800.00, to assist in funding the purchase of coffee, meals, refreshments and other amenities for The Workforce Development Summit.

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

RESOLUTION NO. 10-1203

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE RECORDER'S OFFICE:

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

Supplemental Appropriation		
10013101-5004	Recorder/Compensation	2,000.00
10031301-5120	Recorder/PERS	280.00
10013101-5131	Recorder/Medicare	29.00
10031301-5102	Recorder/Workers Comp	40.00

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

RESOLUTION NO. 10-1204

IN THE MATTER OF APPROVING THE FIRST AMENDMENT TO THE SCHOOL RESOURCE OFFICER AGREEMENT BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS, THE DELAWARE COUNTY SHERIFF AND THE OLENTANGY LOCAL SCHOOL DISTRICT:

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

Whereas, the Sheriff's Office Staff recommends approval of the First Amendment To The School Resource Officer Agreement.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the First Amendment To The School Resource Officer Agreement.

FIRST AMENDMENT TO SCHOOL RESOURCE OFFICER AGREEMENT

This First Amendment of the School Resource Officer Agreement ("First Amendment") is entered into this 13th day of September, 2010 by and between the Board of County Commissioners, Delaware County, Ohio (hereinafter, "Board"), whose principal place of business is located at 101 North Sandusky Street, Delaware, Ohio 43015, the Delaware County Sheriff, Delaware County, Ohio (hereinafter "Sheriff"), whose principal place of business is located at 149 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, (Board and Sheriff hereinafter collectively "County"), and Olentangy Local School District (hereinafter, "School"), whose principal place of business is Board of Education Office, 814 Shanahan Road, Suite 100, Lewis Center, Ohio 43035 (hereinafter individually "Party" and collectively "Parties").

WHEREAS, the Parties entered into a School Resource Officer Agreement (hereinafter "Agreement") dated July 27, 2009; and,

WHEREAS, the Parties agree to the addition of certain provisions to the Agreement (collectively "Provisions").

NOW THEREFORE, the Parties agree as follows:

1. The Parties agree to amend the Agreement to add the following Provisions:

- A. Three (3) Delaware County Sheriff's Deputies shall be assigned to the Olentangy Local School District to act as School Resource Officers ("SRO").
- B. The attached "Exhibit A" titled "Financials Salary and Benefits for Three SRO Deputies 2010-2011" shall fully replace the "Financials Salary and Benefits for SRO Deputies 2010-2011" included in the Agreement.
- C. The Parties understand that the collective bargaining agreement between the County and Delaware County Sheriff's deputies expires on December 31, 2010. The Parties agree to further amend the Agreement if and as made necessary by the new collective bargaining agreement.

2. Signatures

Any person executing this First Amendment in a representative capacity hereby warrants that he/she has authority to sign this First Amendment or has been duly authorized by his/her principal to execute this First Amendment on such principal's behalf.

3. Conflicts

In the event of a conflict between the terms of the Agreement and this First Amendment, the terms of this First Amendment shall prevail.

4. Terms of Agreement Unchanged

All terms and conditions of the Agreement not changed by this First Amendment remain the same, unchanged, and in full force and effect.

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

RESOLUTION NO. 10-1205

IN THE MATTER OF APPROVING THE BIDS FOR BID PACKAGE 1 – GENERAL TRADES (TYEVCO, INC.); BID PACKAGE 2 - HVAC (H & A MECHANICAL, INC.); BID PACKAGE 3 - PLUMBING (AGGRESSIVE MECHANICAL, INC.); BID PACKAGE 4 - ELECTRIC (SIMCO ELECTRIC, INC.); AND BID PACKAGE 5 – FIRE PROTECTION (SIMPLEX GRINNELL LP) FOR TENANT SUITE IMPROVEMENTS: DELAWARE COUNTY RECORDS CENTER RELOCATION TO: 2079 NORTH US HIGHWAY 23, DELAWARE COUNTY, OHIO:

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

WHEREAS, Delaware County received bids for Tenant Suite Improvements: Delaware County Records Center

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Relocation to: 2079 North US Highway 23, Delaware County, Ohio on August 24, 2010. And;

WHEREAS, after carefully reviewing the bids received, the bids submitted in the following chart have been determined to be the lowest and best bids.

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, approve and accept the following bids with all alternates submitted for Tenant Suite Improvements: Delaware County Records Center Relocation to: 2079 North US Highway 23, Delaware County, Ohio.

Description	Company Recommended	Amount w/ alternates of Contract Award
Bid Package 1 – General Trades	Tyevco, Inc.	\$113,623.00
Bid Package 2 –HVAC	H & A Mechanical, Inc.	\$64,000.00
Bid Package 3 – Plumbing	Aggressive Mechanical, Inc.	\$12,050.00
Bid Package 4 – Electric	Simco Electric, Inc.	\$48921.00
Bid Package 5 – Fire Protection	Simplex Grinnell LP	\$77,794.00

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

RESOLUTION NO. 10-1206

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR MANSARD ESTATES SECTION 2:

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

Whereas, the Director of Environmental Services recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Mansard Estates Section 2 2,600 feet of 8- inch sewer 13- manhole

Therefore be it resolved, that the Board of Commissioners approve and accept the above sanitary sewers for ownership, operation, and maintenance by Delaware County.

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

RESOLUTION NO. 10-1207

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR NELSON FARMS SECTION 1, PHASE A, PART 2:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to accept the following Sanitary Subdivider's Agreement:

Nelson Farms Section 1, Phase A, Part 2

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

THIS AGREEMENT executed on this 13th day of September 2010, by and between NELSON FARMS ASSOCIATES, LLC herein after called "SUBDIVIDER", and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the NELSON FARMS SECTION 1, PHASE A, PART 2 Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER **\$76,450.00**, representing the payment of fifty percent (50%) of the capacity charges then in effect, plus a surcharge of \$4,000 (Perry Taggart Sewer), for each single family residential connection for **11** equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications for Nelson Farms Section 1, Phase B, Part 1, all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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OPTIONS:

- (1) Should SUBDIVIDER elect to record the plat prior to beginning construction, SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$60,621.00**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio.
- (2) Should SUBDIVIDER elect to proceed with construction prior to recording the plat, no approved financial warranties are necessary until such time as SUBDIVIDER elects to record the plat. At that time, the SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction remaining to be completed as determined by the SANITARY ENGINEER.

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

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or the contractor's agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the SUBDIVIDER, when in the opinion of the COUNTY, the representative's performance is deemed inadequate.

The SUBDIVIDER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

Should the SUBDIVIDER become unable to carry out the provisions of this AGREEMENT, the SUBDIVIDER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this AGREEMENT.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall pay the DELAWARE COUNTY SANITARY ENGINEER three and one-half percent (3½%) of the estimated construction cost of the IMPROVEMENTS for plan review (**previously paid**). The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$5,972.00** (previously deposited) estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall in his or her sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his or her employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund has been depleted to a level of \$500.00 or less, as a result of charges against the same at the rate of:

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

for time spent by said SANITARY ENGINEER or his or her staff, the SUBDIVIDER shall make an additional deposit of \$500.00 to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover re-inspection.

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

- (1) "as built" drawings of the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR (full size), two paper copies (one full size & one 11"x17"), and a Compact Diskette with the plans in DWG format & PDF format.
- (2) An excel spreadsheet, from a template as provided by the DELAWARE COUNTY SANITARY ENGINEER, shall accompany the plan submittal showing the locations of the manholes in Ohio State Plane North Coordinates NAD 1983 (NAVD 1988 datum) and other miscellaneous project data.
- (3) an itemized statement showing the cost of IMPROVEMENTS
- (4) an Affidavit or waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.
- (5) documentation showing the required sanitary sewer easements

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

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or its agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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

RESOLUTION NO. 10-1208

IN THE MATTER OF REDUCING THE SOLID WASTE TIPPING FEES FOR DELAWARE COUNTY FAIR TRASH:

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

WHEREAS, the Board of County Commissioners of Delaware County has a Solid Waste Transfer Station Operation Agreement with Central Ohio Contractor, Inc. (COC), for the operation of the Delaware County Solid Waste Transfer Station and the disposal of solid waste, and

WHEREAS, the Delaware County Fair has requested relief related to its solid waste tipping fees, and

WHEREAS, Central Ohio Contractors, Inc. has agreed to assist the Fair by reducing its portion of the tip fee by 50% through an approved amendment to the Operation Agreement previously authorized in Commissioners Resolution 08-1157, and

WHEREAS, the Board of County Commissioners wishes to waive the seven percent (7%) county surcharge for the 2010 Delaware County Fair.

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Delaware County does hereby reduce the solid waste tip fee rates by waiving the seven percent (7%) county surcharge for the 2010 Delaware County Fair.

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

RESOLUTION NO. 10-1209

IN THE MATTER OF APPROVING A SUPPLEMENTAL ENGAGEMENT LETTER WITH SQUIRE, SANDERS & DEMPSEY L.L.P. IN CONNECTION WITH THE CONCORD/SCIOTO NEW COMMUNITY AUTHORITY:

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

Whereas, on August 30, 2010 with Resolution No. 10-1157 The Board Of Delaware County Commissioners Approved An Engagement Letter Between The Delaware County Commissioners And Squire Sanders & Dempsey Llp; and

Whereas, the following is a Supplemental Engagement Letter;

Now Therefore Be It Resolved, that the Delaware County Commissioners approve the following is a Supplemental Engagement Letter:

September 3, 2010

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

Re: Delaware County, Ohio – Supplemental Engagement Letter
Concord/Scioto New Community Authority

Dear Debbie:

We are pleased that Delaware County, Ohio (the "County") has requested Squire, Sanders & Dempsey L.L.P. (the "Firm") to serve as the County's special counsel in connection with the proposed review and potential renegotiation of certain agreements by and between the County and the Concord/Scioto New Community Authority relating to the construction of the Lower Scioto Water Reclamation Facility (the "Representation"). This letter will supplement our original General Engagement Letter dated August 23, 2010 and will serve as the Supplemental Engagement Letter for this Representation.

The Firm's services in connection with this Representation will include participation in conferences to discuss the terms (both existing and prospective) of the related agreements, preparation and review of documents and proceedings in connection therewith, and any related research and review of and rendering advice as to applicable laws. This Representation will not include any efforts relating specifically to the issuance of debt by the County as such matters would be addressed in a separate supplemental engagement letter.

As the County's special counsel, the Firm will be representing the County. The County is the Firm's client, and an attorney-client relationship will exist between the Firm and the County. We assume that all other affected parties will retain such counsel as they deem necessary and appropriate to represent their interests. We further assume that all other parties understand that we represent only the County and that we are not counsel to any other party.

A written engagement agreement for legal services is recommended in Ohio and the other jurisdictions in which the Firm practices law. The engagement agreement for this Representation between the Firm and the County consists of this letter, the General Engagement Letter and the Terms and Conditions of Engagement attached to the General Engagement Letter (the "Terms") and is intended to achieve a clear understanding between the Firm and the County. Based on our review of the information available to us, we are not aware of any conflicts in connection with this Representation. If at any time during the course of the Representation we learn of a conflict, or the County concludes that a conflict exists, we will promptly consult with you to resolve it.

In connection with the Representation, the hourly rate for attorneys will be \$350 per hour and legal assistants will be \$200 per hour. We initially estimate the total legal fees for the Representation to be approximately \$7,500, plus out-of-pocket expenses (which we estimate would not exceed \$500). However, as we have discussed, projects such as this are complicated and often require more time than originally anticipated. If during the course of the Representations it appears that our actual legal fees or expenses will exceed these amounts, we will promptly contact you with a revised estimate of the total legal fees and expenses required to complete the Representation. We will be submitting monthly invoices to the County in connection with the Representation. Please note that invoices for our services are payable within thirty days of the date of our invoice.

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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. Hochstettler, Assistant Prosecuting Attorney, Delaware County, Ohio

Further Be It Resolved, that the Commissioners approve the following purchase order request:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R1005959	SQUIRE SANDERS	LEGAL SERVICES FOR LSWRF	66611905-5361	\$8,000.00	0001

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

RESOLUTION NO. 10-1210

IN THE MATTER OF AMENDING RESOLUTION NO. 10-1190 (APPROVING AN ADVANCE OF FUNDS AND TRANSFER OF APPROPRIATIONS FOR JUVENILE /PROBATE COURT FOR A VOCA GRANT) AND RESOLUTION NO. 10-1192 (APPROVING TRANSFER OF FUNDS AND AN ADVANCE OF FUNDS FOR PAYROLL FOR THE VICTIM SERVICES UNIT VOCA GRANT):

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

Whereas, resolutions 10-1190 and 10-1192 included lines advancing funds for VOCA grants to meet payroll obligations due to an Attorney General Office Federal Cash Draw Delay, and

Whereas, the funds for these grants arrived on the same day and in time to meet the payroll obligations,

Therefore Be It Resolved, that the following resolutions be amended to reflect the removal of the advances as follows:

Resolution No. 10-1190, Remove:

Advance of Fund		
From	To	
10011102	27426313	
Commissioners General	Crime Victims Grant	\$3,000.00

And

Resolution No. 10-1192 Remove:

Advance of Funds		
From	To	
10011102	23612302	\$1,000.00
Comm General	VOCA Victim Services Unit Grant	

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Hanks
 -Absent

Commissioner O'Brien
 -Attended The Fallen Heroes Memorial; Gold Star Families; 222 Names
 - A Thank-You To People Who Responded To The Fire And Recovery Scene At Juvenile Court This Past Weekend

Commissioner Thompson
 -Also Thanked Fire And Recovery People
 -Horse Parade Was Still Able To Proceed

COMMISSIONERS JOURNAL NO. 54 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 13, 2010

**County Administrator Martin and Jon Melvin Facilities Supervisor
-Provided Fire And Recovery Information During Session**

RESOLUTION NO. 10-1211

IN THE MATTER OF ADJOURNING THE MEETING:

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

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

Todd Hanks

Ken O'Brien

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners