

**COMMISSIONERS JOURNAL NO. 55 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JUNE 9, 2011**

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

**Present:**

**Dennis Stapleton, President  
Ken O'Brien, Vice President  
Tommy Thompson, Commissioner**

**RESOLUTION NO. 11-603**

**IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JUNE 6, 2011:**

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 June 6, 2011; 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. Stapleton Aye Mr. O'Brien Aye

**PUBLIC COMMENT**

**ELECTED OFFICIAL COMMENT**

**RESOLUTION NO. 11-604**

**IN THE MATTER OF CONGRATULATING MR. RICHARD GLADMAN ON HIS RETIREMENT AFTER NEARLY 25 YEARS AS AN ORANGE TOWNSHIP ZONING INSPECTOR:**

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

Whereas, Richard (Dick) Gladman has given selflessly of his time to serve on the Delaware County Regional Planning Commission since 1990, Serving as a representative for Orange Township, where he first joined the Zoning Commission in 1985, becoming zoning inspector in 1986, Serving the Regional Planning Commission during two decades of rapid development in the County, Which included the review of over 16,000 acres of residential rezoning cases and 3,900 acres of commercial acreage, And also included the review of subdivisions which resulted in more than 23,500 housing units, and

Whereas, he has also served as a member of the Executive Committee for more than 13 years, Participating in monthly budgetary and development review meetings, Interviewing and selecting Executive Directors of the DCRPC, Annual budget preparation and recommendations to the full Commission, and

Whereas, he has participated in the review and adoption of several county-wide planning documents Participating in amendments and complete re-writes to the Delaware County Subdivision Regulations, which are administered by the Regional Planning Commission, Participating in the review and adoption of the Delaware County Thoroughfare Plan, Reviewing the numerous Township and Village Comprehensive Plans produced by the Regional Planning Commission, All of which encourage the economic development of the county by ensuring high standards of quality and sound visioning for the future with fairness, and

Whereas, he has always brought his expertise, seasoned wit and broad knowledge of the history of development to the deliberations of the Commission, and

Whereas, he is retiring from his position as Zoning Inspector as of June 30, 2011,

Now Therefore, be it known that the Delaware County Board of Commissioners acknowledges Mr. Gladman's exemplary service to Orange Township, The Delaware County Regional Planning Commission, and the residents of Delaware County. Dick's considerable knowledge and experience, combined with his common sense approach to evaluating development proposals in Delaware County have served the Delaware County Regional Planning Commission and its Executive Committee, as well as Delaware County, well. He is to be commended for his dedication

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

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**RESOLUTION NO. 11-605**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0608, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0608:**

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0608, memo transfers in batch numbers MTAPR0608 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
Columbus State	Job and Family Programs	22311611-5348	\$ 6,000.00
Delaware Area Career Center	Work Readiness Program JFS	22311611-5348	\$ 26,281.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Desc</u>	<u>Line Account</u>	<u>Amount</u>	<u>Line</u>
R1103957	ADVANTAGE ADOPTION & FOSTER CARE LTD	RESIDENTIAL TREATMENT	22511607 5342	\$132,000.00	0001
R1103979	KIDS COUNT TOO INC	RESIDENTIAL TREATMENT	22511607 5342	\$20,000.00	0001
R1103990	VIAQUEST BEHAVIORAL HEALTH OHIO INC	RESIDENTIAL TREATMENT	22511607 -5342	\$7,500.00	0001
R1104667	PYRINEX	NETWORK SWITCHES	21411306-5450	\$16,064.00	001

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

**RESOLUTION NO. 11-606**

**IN THE MATTER OF APPROVING THE CONSTRUCTION PLAN AND SPECIFICATIONS FOR ORANGE ROAD PUMP STATION ABANDONMENT PROJECT:**

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve the construction plan and specifications for the Orange Road Pump Station Abandonment project for submittal to the Ohio EPA for their approval:

Whereas, the Director of Environmental Services recommends the construction plan and specifications for the Orange Road Pump Station Abandonment project for submittal to the Ohio EPA for their approval;

Therefore be it resolved, that the Board of Commissioners approve the construction plan and specifications for Orange Road Pump Station Abandonment project for submittal to the Ohio EPA for their approval.

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

**RESOLUTION NO. 11-607**

**IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE DELAWARE COUNTY BANK AND TRUST CO. FOR LOCKBOX SERVICES FOR THE REGIONAL SEWER DISTRICT:**

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

Whereas, the Director of Environmental Services recommends the agreement with The Delaware County Bank And Trust Co. for LockboxServices for The Regional Sewer District;

Therefore be it resolved, that the Board of Commissioners approve the agreement with The Delaware County Bank And Trust Co. for LockboxServices for The Regional Sewer District.

**LOCK BOX SERVICES CONTRACT**

**Section 1 – Parties to the Agreement**

Agreement made and entered into this 9<sup>th</sup> day of June, 2011 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and The Delaware County Bank and Trust Company, 110 Riverbend Avenue, Lewis Center, Ohio 43035 (“Contractor”).

**Section 2 – Contract Administrator**

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

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**Section 3 – Scope of Services (Work)**

Contractor agrees to furnish, unto the County, lock box services in accordance with the Scope of Services attached hereto and, by this reference, hereby made part of this Agreement (hereinafter “the Scope”). Contractor shall perform the Work in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

**Section 4 – Compensation**

Compensation for Work performed under this Agreement shall be in accordance with the following schedule:

	<u>Unit Price</u>	<u>Estimated Quantity</u>	<u>Estimated Cost</u>
Lock Box Fee (monthly)	\$100.00	12	\$1,200.00
Checks Processed with scanned image	\$0.259	50,000	\$12,950.00
Unprocessable Checks	\$0.150	36,000	\$5,400.00
		ESTIMATED TOTAL	\$19,550.00

**Section 5 – Payment**

Compensation shall be paid periodically, but no more than once per month, and shall be based on invoices in accordance with the Scope. Invoices shall be submitted to the Administrator by the Contractor on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Contractor shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

**Section 6 – Term**

This Agreement shall be in effect from June 9, 2011 to April 30, 2012.

**Section 7 – Insurance**

Not used in this contract.

**Section 8 – Liability and Warranties**

To the fullest extent permitted by law, neither party shall be liable to the other for any incidental, indirect or consequential damages arising out of or connected in any way to the Work or this Agreement. This mutual waiver shall include, but not be limited to, loss of profit, loss of business or income, or any other consequential damages that either party may have incurred from any cause of action whatsoever.

Notwithstanding any other provision to the contrary, and to the fullest extent permitted by law, the Contractor shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Contractor, its employees, agents, subcontractors, and their employees and agents’ subcontractors and their employees or any other person for whose acts any of them may be liable.

**Section 9 – Suspension or Termination of Agreement**

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

**Section 10 – Change in Scope of Work**

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

**Section 11 – Miscellaneous Terms & Conditions**

11.1 **Prohibited Interests:** Contractor agrees that no agent, officer, or employee of the County during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Contractor further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.

11.2 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Contractor, 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.

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- 11.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 11.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 11.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 11.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 11.7 Homeland Security: Contractor 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, Contractor 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.
- 11.8 Non-Discrimination/Equal Opportunity: Contractor hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

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

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

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

#### SCOPE OF SERVICES

##### Lock Box Services for Delaware County Regional Sewer District

The CONTRACTOR shall provide for the collection of the County's Quarterly Sanitary Sewer user fees, processing of bills and checks, and the transfer of monies and account information to the COUNTY. The County's billing cycle is quarterly with bills sent out the first of February, May, August and November with

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the billing due the 10<sup>th</sup> day of the following month.

**LOCK BOX ACCOUNT**

The Contractor shall provide a Lock Box account for all monies received. The Lock Box account shall be in the name of the Delaware County Treasurer. The Contractor shall deposit the monies received into the Lock Box account. At the request of the Delaware County Treasurer, funds in the Lock Box account shall be transferred from the Lock Box account to another account designated by the Treasurer. Fund transfers are expected to take place on a daily basis. The amount transferred shall correspond with the bill processing information provided to the County on the same or next business day that it is received. The cost to provide this service shall be included in the lock box fee.

**MAILING SERVICES**

The Contractor shall provide a single location where bills and checks will be returned for processing. The location can either be an address or post office box and will be further referenced as "Return Address". The cost to provide this service shall be included in the unit price for processing of checks.

**BILL PROCESSING**

The Contractor shall pick up and process all payments sent to the return address at least once a day with the exception of weekends and holidays which shall be picked up and processed on the first following workday. Bill processing shall consist of the Contractor recording the amount of payment received for each account. The Contractor shall be responsible for balancing the amount of payment applied to each account with the amount of money received. The Contractor shall provide the County with the following:

- 1) File to be transferred daily via secure FTP or other secure electronic transfer
- 2) File to be in an ASCII delimited format (tab or comma)
- 3) File must contain the following information for each payment received:
  - Date of Payment
  - Payment Amount
  - County Account Number
  - Check Number
  - Check Status (Clear of NSF)

The Contractor shall also provide to the County a scanned copy of all checks processed for each day that bills are processed. The cost to provide these services shall be included in the unit price for processing of checks.

**UNPROCESSABLE PAYMENTS**

For all payments received without the detachable bill return payment form, the Contractor shall record the amount of payment, name on the payment, and payment address. This information shall be included in the daily work and be considered unprocessable payments. The cost to provide this service shall be included in the unit price for unprocessable payments.

**PAYMENT METHOD**

The Contractor shall bill the County once a month for services provided the prior month.

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

**RESOLUTION NO. 11-608**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATION FOR THE ECONOMIC DEVELOPMENT DEPARTMENT:**

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

**Supplemental Appropriations**

23011704-5365	CDBG-Formula 2011 Grant Fair Housing	\$6,100.00
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Vote On Motion            Mr. Stapleton    Aye    Mr. O'Brien    Aye    Mr. Thompson    Aye

**RESOLUTION NO. 11-609**

**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 911 Communications recommends accepting the resignation of Brian Doone as a telecommunicator; effective May 24, 2011;

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Therefore, Be It Resolved that the Board of Commissioners accept the resignation of Brian Doone as a telecommunicator; effective May 24, 2011.

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

**COMMISSIONERS' COMMITTEES REPORTS**

**Commissioner O'Brien**

**-Attended And Participated In The Family Children's First Council Meeting; Will Report On Later After Review Of Minutes**

**Commissioner Thompson**

**-Spent Two Days In Board Of Revisions This Week  
-Council For Older Adults Festival Is This Weekend  
-Anniversary Is Friday, So Will Not Be Attending The CCAO Session**

**Commissioner Stapleton**

**-Friday Is The CCAO Conference Training  
-Today There Is CCAO Board Meeting  
-BIA Parade Of Homes Starts This Weekend Olentangy Falls  
-Concerns On An Employee's Recent House Fire**

**Administrator Hansley**

**-Dawn Huston, Director Of Administrative Services Will Be Available On Friday While The Commissioners And Staff Attend The CCAO Conference**

**RESOLUTION NO. 11-610**

**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; FOR PENDING OR IMMINENT LITIGATION AND TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES:**

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

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

**RESOLUTION NO. 11-611**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn out of Executive Session at 11:45AM.

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

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Ken O'Brien

\_\_\_\_\_  
Dennis Stapleton

\_\_\_\_\_  
Tommy Thompson

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Jennifer Walraven, Clerk to the Commissioners