

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD OCTOBER 24, 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. 11-1228

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 20, 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 October 20, 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. 11-1229

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1021 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER CMAPR1021PC:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1021, Procurement Card Payments in batch number CMAPR1021PC and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
Beem’s BP	Gasoline	10011106-5228	\$70,000.00
Downes Fishel Hass Kim LLP	Legal Services 911 Department	21411306-5361	\$ 8,000.00

PR Number	Vendor Name	Line Desc	Line Account	Amount	Line
R1106313	LIBERTY TWP	3RD QUARTER EMS RUNS	10011303 - 5345	\$62,789.67	0001
	FIRE DEPT				

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

RESOLUTION NO. 11 -1230

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Environmental Services is requesting that Ross Bigelow and Joe Scherler attend the 2011 Ohio Building Codes Update training in Westerville, Ohio on October 26, 2011 at a total cost of \$60.00 from org key 10011301.

The Emergency Services Department is requesting that Charles Roderick attend an Advance Stroke Life Support Course at Grady Memorial Hospital November 11, 2011, at no cost.

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

RESOLUTION NO. 11-1231

IN THE MATTER OF SCHEDULING THE SPECIAL COMMISSIONERS’ SESSIONS FOR THE 2012 BUDGET HEARINGS STARTING AT 9:00AM TUESDAY NOVEMBER 1, 2011 AND

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CONTINUING THRU MONDAY NOVEMBER 7, 2011:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to approve scheduling the Special Commissioners’ sessions for the 2012 budget hearings starting at 9:00AM Tuesday November 1, 2011 and continuing thru Monday November 7, 2011.

Starting times for each day are as follows:

- Tuesday November 1, 2011at 9:00am
- Wednesday November 2, 2011at 9:00am
- Thursday November 3, 2011 at 9:00am
- Friday November 4, 2011 at 8:30am
- Monday November 7, 2011 at 1:00pm

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

RESOLUTION NO. 11-1232

IN THE MATTER OF APPROVING A SPEED LIMIT REDUCTION ON SOUTH OLD STATE ROAD (COUNTY ROAD 10) BETWEEN EAST POWELL ROAD (COUNTY ROAD 14) AND EAST ORANGE ROAD (TOWNSHIP ROAD 114) IN DELAWARE COUNTY, OHIO:

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

WHEREAS, a request has been made to the Delaware County Engineer, Delaware, Ohio, that the statutory vehicular speed established by Section 4511.21, Revised Code of Ohio, is greater than that considered reasonable and safe on South Old State Road (County Road 10) between East Powell Road (County Road 14) and East Orange Road (Township Road 114) in Delaware County, Ohio; and,

WHEREAS, the Delaware County Engineer has caused to be made an engineering and traffic investigation upon the section of road described above; and,

WHEREAS, it is the belief of the Delaware County Engineer that such investigation confirms the allegation that the statutory speed limit of 55 is unrealistic upon this section of road; and,

WHEREAS, the Delaware County Engineer has brought such findings to the Delaware County Board of Commissioners of Delaware County, Ohio to request that the Board, by virtue of Section 4511.21, Revised Code of Ohio, request that the Director of the Ohio Department of Transportation review the engineering and traffic investigation and to determine and declare a reasonable and safe prima facie speed limit of 45 miles per hour on South Old State Road (County Road 10) between East Powell Road (County Road 14) and East Orange Road (Township Road 114) in Delaware County, Ohio;

Now Therefore Be It Resolved, that when Delaware County is advised that the Director of Transportation has determined and declared a reasonable and safe speed limit on the section of road described above, standard signs properly posted and giving notice thereof will be erected.

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

RESOLUTION NO. 11-1233

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

It was moved by Mr. O’Brien, seconded by Mr. Thompson 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
U11-52	Consolidated Electric	Greif Parkway	Install fiber junction boxes
U11-53	Fiber Farms WCO, LLC	Mills Road	Bury fiber optic cable
U11-54	Fiber Farms WCO, LLC	Penn Road	Bury fiber optic cable
U11-55	Fiber Farms WCO, LLC	Russell Road	Install aerial fiber optic cable
U11-056	Fiber Farms WCO, LLC	Calhoun Road	Install aerial fiber optic cable
U11-057	Fiber Farms WCO, LLC	Ostrander Road	Install aerial fiber optic cable
U11-058	Fiber Farms WCO, LLC	Mills Road	Install aerial fiber optic cable

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

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RESOLUTION NO. 11-1234

IN THE MATTER OF AWARDING THE BID AND APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND LINDSAY CONCRETE PRODUCTS CO., INC. FOR THE PROJECT KNOWN AS DELAWARE COUNTY BOX CULVERT SUPPLY NO. 2011-2:

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

Delaware County Box Culvert Supply No. 2011-2:

As the result of the above referenced bid opening, The Engineer recommends that a bid award be made to Lindsay Concrete Products Co., Inc., the low bidder for the project per the Bid Opening Summary.

CONTRACT

THIS AGREEMENT is made this 24th day of October 2011 by and between Lindsay Concrete Products Company, Inc., hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

**Lindsay Concrete Products Co., Inc.
6845 Erie Avenue
P. O. Box 578
Canal Fulton, Ohio 44614**

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

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project; named “Delaware County Box Culvert, Supply No. 2011-2”, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed **\$65,232.00 (Sixty-five Thousand Two Hundred Thirty-two Dollars)**, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

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

RESOLUTION NO. 11-1235

IN THE MATTER OF APPROVING CHANGE ORDER #1 FOR THE FORMULA 2010 VILLAGE OF ASHLEY STREET IMPROVEMENTS:

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

WHEREAS, Delaware County received CDBG Formula 2010 funds for the Village of Ashley to do Street

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Improvements to S. Grove Street, E. Bell Ave., Elementary School Alley, Coffey, Kohuers, and Hansons Alleys, in the amount of \$50,100.00; and

WHEREAS, the Board of County Commissioners approved an agreement with Mid-Ohio Paving to do Village of Ashley Street Improvements in Resolution No. 11-920, dated August 29, 2011, in the amount of \$41,913.90; and

WHEREAS, the Village of Ashley has submitted Change Order #1 for additional paving and uncovering 3 manholes and replacing water valves in the amount of \$3,090.00; and

WHEREAS, the Director of the Economic Development Department recommends approval of Change Order #1;

NOW, THEREFORE, BE IT RESOLVED that the Board of County Commissioners approve Change Order #1 for the additional paving and uncovering 3 manholes and replace water valves in the amount of \$3,090.00 increasing the Mid-Ohio Paving contract from \$41,913.90 to \$45,003.90.

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

RESOLUTION NO. 11-1236

IN THE MATTER OF APPROVING A PROCUREMENT CARD FOR ENVIRONMENTAL SERVICES FOR CORY SMITH:

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

WHEREAS, pursuant to Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30th, 2004, adopted a policy for the use of County Procurement Cards. . In addition, The Board of Commissioners of Delaware County by Resolution No. 11-1040 dated October 3rd, 2011, adopted amendments to the Policies and Procedures for the county procurement card program; and

WHEREAS, the appointing authority for the procurement card being the Board of Commissioners has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2).

NOW THEREFORE BE IT RESOLVED, that The Board Of Commissioners of Delaware County, State of Ohio, authorize the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Appointing Authority:	Board of Commissioner
Office/Department:	Regional Sewer District
Daily spending per card:	\$1,000
Monthly spending per card:	\$5,000
Single transaction limit:	\$1,000
Daily number of transactions per card:	5
Monthly number of transactions per card:	50
Name on Card:	Cory Smith
Department Coordinator:	Jan Fawcett

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

RESOLUTION NO. 11-1237

IN THE MATTER OF EXECUTING AN AGREEMENT WITH ZIMMERMAN & CO. OF DELAWARE, OHIO TO PERFORM CONSTRUCTION OF THE PROPOSED LEATHERLIPS PUMP STATION BIOXIDE TANK REPLACEMENT AND SITE IMPROVEMENTS PROJECT:

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

Whereas the Regional Sewer District has previously purchased a VersaDose Bioxide Odor Control system and new 4,100 gallon Bioxide Tank to be used at the Leatherlips Pump Station, and

Whereas installation of the new system and tank requires additional earthwork, concrete, and masonry work at the Leatherlips site, and

Whereas the Regional Sewer District requested quotes for the aforementioned improvements, and

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Whereas Zimmerman & Co. provided the only quote for the improvements in the amount of \$18,920.00, and

Whereas County Staff recommends executing an agreement with Zimmerman & Co. for the improvements.

Therefore be it resolved that the Board of County Commissioners execute the agreement for the Leatherlips Pump Station Bioxide Tank Replacement and Site Improvements project with Zimmerman & Co of Delaware, Ohio.

CONTRACT

LEATHERLIPS PUMP STATION BIOXIDE TANK REPLACEMENT AND SITE IMPROVEMENTS

Section 1 – Parties to the Agreement

This Agreement is made and entered into this 24th day of October, 2011 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and Zimmerman & CO., 200 Law Road, Delaware, Ohio 43015 (“Contractor”).

Section 2 – Contract Administrator

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

Section 3 – Scope of Services (Work)

Contractor agrees to furnish, unto the County, construction services in accordance with the plans and specifications titled “Leatherlips Pump Station Bioxide Tank Replacement and Site Improvements”, and Exhibit A “Section 2.0 Safety Precautions”, which includes the Materials Safety and Data Sheet (MSDS) for Bioxide, by this reference hereby made part of this Agreement. Contractor further agrees to perform the Work promptly and in a skillfully competent manner under the direction of the Contract Administrator and in accordance with accepted professional standards.

Section 4 – Compensation

Compensation for Work performed under this Agreement shall be in accordance with the Scope of Services and Price Proposal. The Base Fee shall be a Lump Sum of **Eighteen Thousand, Nine Hundred and Twenty Dollars (\$18,920)**. The total compensation paid to Contractor pursuant to this Agreement shall not exceed Eighteen Thousand Nine Hundred and Twenty Dollars (\$18,920). Compensation shall constitute full payment for all labor, equipment and materials required to complete the required Work.

Section 5 – Payment

Compensation shall be paid periodically, but no more than once per month, and shall be based on the calculated percentage of work performed to date in accordance with the Contractor’s Price Proposal. Invoices shall be submitted to the Contract 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 – Authorization to Proceed, Completion of Work, Delays and Extensions

The Contractor shall commence Work upon written authorization of the Contract Administrator and shall complete the work no later than 120 days after authorized starting date. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Contractor may make a written request for time extension, and the Contract Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

Section 7 – Insurance

- 7.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 Workers’ Compensation Coverage: Contractor shall maintain workers’ compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 Professional Liability Insurance: Contractor hereby agrees to maintain, and require its subcontractors to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the construction hereunder plus three (3) years following any additional services,

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providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.

- 7.5 **Additional Insureds:** The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Contractor shall require all of its subcontractors to provide like endorsements.
- 7.6 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Contractor, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements required by Subsection 7.5. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Indemnification

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.

Section 11 – Ownership of Engineering Documents-Not USED

Section 12 – Change of Key Contractor Staff

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

Section 13 – Miscellaneous Terms & Conditions

- 13.1 **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.
- 13.2 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 13.3 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 13.4 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 13.5 **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

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thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

- 13.6 Findings for Recovery: Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.7 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.
- 13.8 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.

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

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

RESOLUTION NO. 11-1238

**IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY
AUDITOR FOR ACCOUNTS TO BE ASSESSED TO PAYABLE YEAR 2012 TAXES:**

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

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

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

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

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

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

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Therefore be it resolved that the Board of County Commissioners certify the delinquent accounts in the amount of \$167,097.30 to the County Auditor for 2012 real property tax list and duplicate.

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

2012 Sewer Tax Assessments
To be certified by the Board of Commissioners on 10/24/11

Breakdown of Assessments by Treatment Plant:

66211903 – OECC	\$54,427.55
66211904 – Alum Creek	\$98,789.80
66211906 – Tartan Fields	\$718.83
66211907 – Scioto Reserve	\$8,375.00
66211908 – Bent Tree	\$2,776.58
66211909 – Hoover Woods	\$264.60
66211910 – Scioto Hills	\$1,559.50
66211911 - Northstar	\$185.44
Total Assessments	\$167,097.30

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

RESOLUTION NO. 11-1239

IN THE MATTER OF ACCEPTING THE AWARD OF THE SECOND CHANCE ACT REENTRY PROGRAM FOR ADULT OFFENDERS WITH CO-OCCURRING SUBSTANCE ABUSE AND MENTAL HEALTH DISORDERS GRANT FOR THE SHERIFF’S OFFICE:

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

WHEREAS, the Delaware County Sheriff’s Office has applied for and been awarded The Second Chance Act Reentry Program For Adult Offenders With Co-Occurring Substance Abuse And Mental Health Disorders grant for October 1, 2011 thru September 30, 2013 (the “Grant”); and

WHEREAS, the Grant is designed to reduce our jail population in the future; and

WHEREAS, a local match is not required for the Grant; and

WHEREAS, Commissioner Stapleton, as President of the Board of County Commissioners (the “Board”), is listed as the designated official for Delaware County for the Grant; and

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining Commissioner Stapleton as the designated official;

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

Section 1. The Board hereby accepts the award of the Grant as follows:

Grant #	2011-RW-BX-0008
Source:	Department of Justice, Bureau of Justice Assistance
Grant Period:	October 1, 2011 thru September 30, 2013
Grant Amount:	\$583,273.00
Local Match:	<u>0.00</u>
Total Grant Amount:	\$583,273.00

Section 2. The Board hereby authorizes Commissioner Stapleton, as the designated official, to execute reports and administrative documents for the Grant.

Section 3. When reports or administrative documents require execution by the designated official, a copy of the report or documents shall be provided to the Clerk of the Board, along with a copy of this Resolution.

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

RESOLUTION NO. 11-1240

IN THE MATTER OF ACCEPTING THE AWARD OF THE SECOND CHANCE ACT FAMILY-BASED OFFENDER SUBSTANCE ABUSE TREATMENT PROGRAM GRANT FOR THE SHERIFF’S OFFICE:

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

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WHEREAS, the Delaware County Sheriff’s Office has applied for and been awarded The Grant For The Second Chance Act Family-Based Offender Substance Abuse Treatment Program for October 1, 2011 thru September 30, 2013 (the “Grant”); and

WHEREAS, the Grant is designed to reduce our jail population in the future; and

WHEREAS, a local match is not required for the Grant; and

WHEREAS, Commissioner Stapleton, as President of the Board of County Commissioners (the “Board”), is listed as the designated official for Delaware County for the Grant; and

WHEREAS, the Board desires uninterrupted compliance with the Grant reporting requirements by maintaining Commissioner Stapleton as the designated official;

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

Section 1. The Board hereby accepts the award of the Grant as follows:

Grant #	2011-RN-BX-0004
Source:	Department of Justice, Bureau of Justice Assistance
Grant Period:	October 1, 2011 thru September 30, 2013
Grant Amount:	\$420,285.00
Local Match:	<u>0.00</u>
Total Grant Amount:	\$420,285.00

Section 2. The Board hereby authorizes Commissioner Stapleton, as the designated official, to execute reports and administrative documents for the Grant.

Section 3. When reports or administrative documents require execution by the designated official, a copy of the report or documents shall be provided to the Clerk of the Board, along with a copy of this Resolution.

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

RESOLUTION NO. 11-1241

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR DRAINAGE PETITION PROJECTS:

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

Supplemental Appropriation

40311435-5301	Hardin Ditch # 276/Professional Services	\$ 325.00
40311433-5301	Midway Gardens/Professional Services	\$ 4,500.00
40311436-5301	Roof#397/Professional Services	\$ 2,300.00
40311431-5301	Obrien #440/Professional Services	\$ 9,200.00
40311431-5328	Obrien #440/Maintenance	\$ 9,700.00
40311431-5331	Obrien #440/Postage	\$ 807.00

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

RESOLUTION NO. 11-1242

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS AND SUPPLEMENTAL APPROPRIATIONS FOR DOG AND KENNEL, COMMISSIONERS OFFICE, RECORDS CENTER AND HUMAN RESOURCES:

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

Transfer of Appropriations

From	TO	
20411305-5290	20411305-5004	2,000.00
Dog & Kennel/Chemicals	Dog and Kennel/Compensation Overtime	
20411305-5290	20411305-5101	
Dog & Kennel/Chemicals	Dog & Kennel/Benefits	1,000.00

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10011108-5001	10011101-5001	
Human Resources/Compensation	Commissioners/Compensation	31,200.00
10011108-5101	10011101-5101	
Human Resources/Benefits	Commissioners/Benefits	14,200.00
10011101-5310	10011101-5201	
Commissioners/Travel	Commissioners/Supplies	500.00
61311923-5201	613119023-5001	
Workers Comp/Supplies	Workers Comp/Compensation	500.00
Transfer of Appropriation		
From	To	
10011103-5270	10011103-5325	
Records Center/Equipment Part	Records Center/Maintenance Contracts	3,500.00
Vote on Motion	Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Nay	

RESOLUTION NO. 11-1243

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR PERMANENT IMPROVEMENT:

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

Supplemental Appropriation		
40111402-5450	Permanent Improvement/Mach & Equip	176,200.00
Vote on Motion	Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Nay	

COMMISSIONERS’ COMMITTEES REPORTS

- Commissioner O’Brien**
-Attended And Participated In The Central Ohio Youth Center Board Meeting On Tuesday; Concerns On A County Leaving; Cost To Run At A Per Diem Rate Vs. The Cost To Close
-Concerns On How The Plumbing Change Order Was Handled
-Attended And Participated In The Regional Planning Executive Meeting; Budget Discussion;
-This Thursday Is The Full Board Regional Planning Meeting 0% Or 2% Raises Will Be Discussed
- Commissioner Stapleton**
-Also Attended The Central Ohio Youth Center Board Meeting On Tuesday; Judges, Staff And Attorneys Were Present
-The DKMM Meeting Is Tuesday
- Commissioner Thompson**
-This Week Planning To Attend DKMM; Community Action Organization And Regional Planning

RESOLUTION NO. 11-1244

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; AND COLLECTIVE BARGAINING:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to adjourn into Executive Session at 10:07AM.

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

RESOLUTION NO. 11-1245

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 11:05AM.

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

There being no further business, the meeting adjourned.

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1:30PM WORK SESSION

- 1. Sheriff Davis
- Inmate Health Services For Detainees Of The Delaware County Jail**

- 2. Sheriff Davis
-2011 Budget Issues**

- 3. Other Business To Come Before The Board**

Ken O'Brien

Dennis Stapleton

Tommy Thompson

Jennifer Walraven, Clerk to the Commissioners