### 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. 12-817**

### IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 13, 2012:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on August 13, 2012; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.12 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. 12-818**

## IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0815, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0815:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0815, memo transfers in batch numbers MTAPR0815 and Purchase Orders as listed below:

<b>Vendor</b>	<b>Description</b>				<b>Account</b>	<b>Amount</b>
PO' Increase						
DATA	Job and	Family C	lient Transportation	224	411605-5355	\$ 5,000.00
Columbus State	Job and	Family C	lient Program	223	311611-5348	\$ 5,000.00
			-			
Vote on Motion	Mr. Stapleton	Aye	Mr. Thompson	Aye	Mr. O'Brien	Aye

#### **RESOLUTION NO. 12-819**

#### IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The 911 Department is requesting that 3 Delcomm Employees attend a Public Safety Training Consultants Course in Medina, Ohio October 11, 2012, at the cost of \$417.00 (Fund Number 21411306).

The 911 Department is requesting that 2 Delcomm Employees attend a Public Safety Training Consultants Course for Crimes in Progress in Medina, Ohio November 12, 2012, at the cost of \$338.00 (Fund Number 21411306).

The 911 Department is requesting that 2 Delcomm Employees attend a Hostage Negotiations Course in Dublin, Ohio September 6, 2012, at the cost of \$338.00 (Fund Number 21411306).

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

#### **RESOLUTION NO. 12-820**

### IN THE MATTER OF ACCEPTING THE TREASURER'S REPORT FOR THE MONTH OF JULY 2012:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to accept the Treasurer's Report for the month of July 2012

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

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

#### **RESOLUTION NO. 12-821**

# IN THE MATTER OF AUTHORIZING THE DELAWARE COUNTY OFFICE OF HOMELAND SECURITY AND EMERGENCY MANAGEMENT AGENCY TO UTILIZE THE STATE COOPERATIVE PURCHASING PROGRAM TO PURCHASE EQUIPMENT:

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

WHEREAS, the Delaware County Office of Homeland Security and Emergency Management ("DCOHSEMA") was recently awarded a special project grant for outdoor warning sirens to be placed at the state parks; and

WHEREAS, the Delaware County Board of Commissioners (the "Board") has previously supported the project by matching the \$45,000 grant for a total of \$90,000; and

WHEREAS, Delaware County is a member of and participates in the State of Ohio's cooperative purchasing program (the "Program"); and

WHEREAS, the outdoor warning sirens to be purchased are available via the Program;

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

Section 1. The Board hereby authorizes DCOHSEMA, as a county board pursuant to section 5502.26 of the Revised Code, to utilize the Program for the purchase of four outdoor warning sirens and associated equipment at the total price not to exceed \$90,000. DCOHSEMA shall initiate the purchase order for the purchase and process payment to the vendor.

Section 2. The purchase shall be in accordance with the Program, pursuant to the contract and terms and conditions set forth in the Program index and schedule, which are specifically accepted and of which the purchase order shall be made a part.

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

#### **RESOLUTION NO. 12-822**

### IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR SORRENTO AT HIGHLAND LAKES:

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

Whereas, the Director of Environmental Services recommends approval of the Sanitary Subdivider's Agreement;

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Subdivider's Agreement for Sorrento at Highland Lakes.

#### Sorrento at Highland Lakes

### SUBDIVIDER'S AGREEMENT DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 16th day of August 2012, by and between ROMANELLI & HUGHES, herein after called "SUBDIVIDER", and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the **SORRENTO AT HIGHLAND LAKES** Condominium Plat filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

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 **SORRENTO AT HIGHLAND LAKES** all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

#### OPTIONS:

(1) Should SUBDIVIDER elect to record the plat prior to beginning construction, SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to

- the cost of construction (\$194,885.05) 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 the SUBDIVIDER, and any of its contractors or sub-contractors, 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 SUBDIVIDER, and any of its contractors or the contractors' agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of this AGREEMENT 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 (\$6820.98). The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$16,562.68 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 \$600.00 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 \$600.00 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. All public sanitary sewers and private laterals to offsite properties shall have a recorded permanent, exclusive sanitary easement on file at the Delaware County Recorder's Office, the language of which shall be approved by the DELAWARE COUNTY SANITARY ENGINEER. The dimensions of all easements shall be as shown on the approved engineering drawings.

the proposed sanitary sewer mains or service laterals to a different location than shown on the approved and signed construction plans, the SUBDIVIDER shall request a revision to the construction plans and the SANITARY ENGINEER shall evaluate this request. If the request for a revision is approved in writing by the SANITARY ENGINEER, SUBDIVIDER shall provide and record revised permanent, exclusive sanitary sewer easements prior to the COUNTY'S acceptance of the sewer. The language and dimensions of the revised permanent exclusive sanitary sewer easements shall be acceptable to the SANITARY ENGINEER.

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.

After said acceptance, the capacity charge shall be paid by the applicant upon request to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. There are 42 single family residential connections approved with this agreement.

#### 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. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

#### **RESOLUTION NO. 12-823**

### IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR ESTATES AT SHERMAN LAKES:

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

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

Estates at Sherman Lakes 925 feet of 21-inch sewer 13- manholes 2,985 feet of 8-inch sewer

12 feet of Force Main

ownership, operation, and maintenance by Delaware County.

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

#### **RESOLUTION NO. 12-824**

### IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE STAFF ASSISTANT FOR THE COMMISSIONERS OFFICE:

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

Whereas, the Director of Administrative Services recommends approving the job description for The Staff Assistant For The Commissioners Office:

Therefore Be it Resolved, the Board of Commissioners approve the job description for The Staff Assistant For The Commissioners Office.

#### DELAWARE COUNTY Board of Commissioners

TITLE: Staff Assistant

**JOB OBJECTIVES**: Individual is responsible for providing assistance to the Board of Commissioners offices and departments. Individual reports to the Assistant County Administrator.

#### **ESSENTIAL JOB FUNCTIONS:**

- Collects data, devises correspondence, completes forms and assists in the preparation of professional reports associated with Commissioners Office operations, including all departments under the authority of the Board of Commissioners:
- Provides assistance to other Delaware County departments and / or Boards through intergovernmental agreements;
- Composes correspondence or memorandums for signature;
- Assists departmental staff in various projects and functions;
- Operates and manages databases and spreadsheets;
- Answers telephone, screens calls, makes referrals, and gives and receives information;
- Receives, prepares, files and maintains documents, records and correspondence;
- Performs accurate typing, word processing, and related computer operations;
- Acts as a liaison between commissioners departments including internal and external customers providing basic information and status updates;
- Assists with compiling public records requests, faxes and copies materials as requested;
- Receives and greets clients and visitors;
- Processes and distributes incoming and outgoing documentation and correspondence;
- Supports Commissioners Office programs by attending meetings, conferences, workshops, training sessions, and performing a variety of public relations duties;
- Maintains inventory and orders necessary office supplies;
- Maintains staff appointment calendars; and
- Other duties as assigned by the supervisor.

#### **NON-ESSENTIAL JOB FUNCTIONS:**

Performs related Essential/Non-Essential functions as required.

#### I. JOB REQUIREMENTS AND DIFFICULTY OF WORK

Equipment: Ability to effectively and efficiently use a variety of office equipment such as computer, copier, multi-line telephone, calculator, FAX machine, and other equipment necessary to perform duties. Ability to use a motor vehicle is required.

#### Critical Skills/Expertise:

- Knowledge of administrative procedures and methods;
- Thorough knowledge of and the ability to apply associated rules, regulations and guidelines;
- Knowledge of and the ability to adhere to applicable County and departmental policies and procedures;
- Considerable knowledge of English usage, grammar, spelling and punctuation;
- Considerable knowledge of security measures for handling confidential and sensitive material;
- Knowledge of and ability to correctly utilize basic math and accounting concepts.
- Ability to accurately and effectively type, accurately enter data and operate a computer and related software to effectively complete assigned tasks;
- Ability to operate a multi-line telephone system, switchboard and other standard office equipment;

- Ability to effectively organize and prioritize assignments;
- Ability to define and solve problems, collect data, establish facts, draw valid conclusions and recommend solutions using judgment, and analytical skills;
- Ability to communicate effectively, both orally and written;
- Considerable skills to provide exemplary customer service including the ability to work effectively with customers who may be upset, distraught, irate, emotionally or mentally or otherwise unable to function within a reasonable range of constructive behaviors;
- Ability to work independently, under pressure, and to set and achieve goals;
- Ability to organize and maintain large volumes of information and paperwork; and,
- Ability to effectively program plan independently and in collaboration with other staff units and outside agencies.

**Job Standards:** High School diploma or GED and five years of related work experience. Must possess a valid Ohio driver's license and acceptable driving record. Must meet and maintain qualifications for driving on county business at all times. All required licenses and certifications must be maintained as a continued condition of employment.

Work consists of complex, varied, standardized and non-standardized tasks requiring application of numerous laws, rules, regulations, and procedures. Individual confronts a wide variety of problems that are solved by asking co-workers questions and drawing conclusions.

#### II. RESPONSIBILITY

Individual receives general guidance allowing for the planning of procedures and methods to obtain objectives. Work is not necessarily reviewed by supervisor. Errors in work are usually detected within the department in which they occur possibly affecting the work of others and requiring expenditure of time and money to correct.

#### III. PERSONAL WORK RELATIONSHIPS

Contact is with co-workers, employees from public and private sector organizations and the general public. The purpose of these contacts is to guide and direct, check on progress of work assigned, coordinate services, and handle questions about the department, programs and visitors' concerns.

#### IV. PHYSICAL EFFORT AND WORK ENVIRONMENT

#### Physical

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

**Physical Activity**: The physical activity of the position is manual dexterity, talking, hearing, reaching, stooping and walking.

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

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

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

#### **RESOLUTION NO. 12-825**

### IN THE MATTER OF APPROVING THE REPAYING OF AN ADVANCE TO THE GENERAL FUND AND APPROVING A TRANSFER OF FUNDS TO FUND 233:

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

Whereas the general fund advanced \$70,000 to the Re-entry Task Force AFFA grant fund, and

Whereas the grant is completed and the grant monies are available to repay the general fund a part of the advance:

Therefore Be It Resolved, to repay the General Fund \$68,386.59 and reclassify the amount of \$1613.41 as a transfer of funds.

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

#### **RESOLUTION NO. 12-826**

### IN THE MATTER OF APPROVING TRANSFER OF FUNDS, TRANSFER OF APPROPRIATIONS, AND SUPPLEMENTAL APPROPRIATIONS FOR THE AUDITOR'S OFFICE AND

#### **COMMISSIONERS' OFFICE:**

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

**Supplemental Appropriation** 

 10029202-5301
 Court of Appeals/Professional Services
 \$ 1,000.00

 20315101-5320
 Data Center/Software
 \$ 50,000.00

 5011117-5728
 Bond Retirement Debt Service
 \$ 2,300.00

**Transfer of Appropriation** 

From To

10010101-5320 10011102-5801 \$ 50,000.00

Auditor/Software Commissioners/Transfers

**Transfer of Funds** 

From To

10011102-5801 20315101-4601 50,000.00

Commissioners/ Transfers DATA Center/

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

Letha George, Assistant County Administrator

**Presentation Mid-Year Budget** 

#### **COMMISSIONERS' COMMITTEES REPORTS**

#### Commissioner O'Brien

- No Additional Comments

#### **Commissioner Thompson**

- No Additional Comments

#### **Commissioner Stapleton**

- -When Is The Next Central Ohio Youth Center Meeting
- -Update On 911 Board Meeting From Mr. Hansley

#### 911 Board Motions:

- 1. Retain Interim Director Barb Temple Thru March
- 2. Allow Funding For A Facilitator To Help Structure/Better Develop The Set Up Of The Board
- 3. John Donahue, Dawn Huston And Tim Hansley Work Together To Re-Tool The Hiring Process

#### **RESOLUTION NO. 12-827**

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT; EMPLOYMENT; DISCIPLINE OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn into Executive Session at 10:43AM.

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

#### **RESOLUTION NO. 12-828**

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

It was moved by Mr. Thompson, seconded by Mr. Stapleton to adjourn out of Executive Session at 11:37AM.

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

There being no further business, the meeting adjourned.

	Dennis Stapleton	
	Tommy Thompson	
Jennifer Walraven, Clerk to the Commissioners		