

COMMISSIONERS JOURNAL NO. 57 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD AUGUST 23, 2012

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. 12-844

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 20, 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 20, 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. 12-845

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0822, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0822 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR0822:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0822, memo transfers in batch numbers MTAPR0822, Procurement Card Payments in batch number PCAPR0822 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Amount	Line
R1204997	MID-OHIO PAVING INC	FORMULA 2011 GRANT	23011704 - 5365	\$19,608.00	0001
R1205240	MID OHIO DOORS INC	INSTALL 12 X 11 GARAGE DOOR AT TARTAN FIELD	66611906 - 5410	\$5,540.00	0001

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

RESOLUTION NO. 12-846

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE DRUG COURT DOCKET GRANT FOR ADULT COURT SERVICES:

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

Supplemental Appropriation

25522309-5201	Drug Court Docket/General Supplies	\$ 8,550.00
25522309-5225	Drug Court Docket/Protective Equipment	\$ 750.00
25522309-5217	Drug Court Docket/Books & Periodicals	\$ 1,000.00
25522309-5220	Drug Court Docket/Software	\$ 320.00
25522309-5250	Drug Court Docket/Minor Tools	\$ 2,500.00
25522309-5301	Drug Court Docket/Professional Services	\$ 7,166.67
25522309-5320	Drug Court Docket/Software	\$ 880.00
25522309-5131	Drug Court Docket/Medicare	\$ 16.53
25522309-5120	Drug Court Docket/PERS	\$ (804.50)
25522309-5102	Drug Court Docket/Workers Comp	(51.99)
25522309-5101	Drug Court Docket/Health Insurance	(16,347.00)
25522309-5001	Drug Court Docket/Compensation	(5,435.20)

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

RESOLUTION NO. 12-847

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

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

Supplemental Appropriation

24026326-5319	Juvenile Court Restitution/Reimbursements-Refunds	\$ 5,000.00
26126301-5361	Indigent Guardian/Attorney Fees	\$ 6,000.00

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

RESOLUTION NO. 12-848

IN THE MATTER OF APPROVING THE SANITARY SEWER CONSTRUCTION PLANS FOR OLENTANGY CROSSINGS, SECTION 6 DEVELOPMENT:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following sanitary sewer construction plans for Olentangy Crossings, Section 6 Development for submittal to the Ohio EPA for their approval.

Whereas, the Director of Environmental Services recommends sanitary sewer plans for Olentangy Crossings, Section 6 Development for submittal to the Ohio EPA for their approval;

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for Olentangy Crossings, Section 6 Development for submittal to the Ohio EPA for their approval.

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

RESOLUTION NO. 12-849

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR NORTH ORANGE 3-2-B:

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:

North Orange 3-2-B	1,190 feet of 8- inch sewer	5- manhole
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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. O'Brien Aye Mr. Stapleton Aye

RESOLUTION NO. 12-850

IN THE MATTER OF APPROVING AN AGREEMENT TO ABANDON EASEMENT AND PLAT RIGHTS FOR A PORTION OF LOT 313, THE RETREAT SECTION 5, A/K/A 699 EAGLE RIDGE COURT, POWELL OHIO:

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

Whereas, the Director of Environmental Services recommends approval of the following Agreement;

Now Therefore Be It Resolved that that Delaware County Board of Commissioners approve the following Agreement;

(Copies of Exhibits available in the Commissioners' Office and Environmental Services' Office until no longer of administrative value)

ABANDONMENT OF EASEMENT AND PLAT RIGHTS

THIS ABANDONMENT OF EASEMENT AND PLAT RIGHTS (the "Agreement") is entered into on this 23rd day of August, 2012 (the "Effective Date"), by and CARL W. BRUMFIELD and EDNA M. BRUMFIELD, the owner of 699 Eagle Ridge Court, Powell, OH as hereinafter defined (hereinafter "Owner") and DELAWARE

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COUNTY REGIONAL SEWER DISTRICT (hereinafter, "Utility Company"); hereinafter Owner and Utility Company may hereinafter be referred to individually as a "Party" or collectively as the "Parties".

Preliminary Statements

WHEREAS, Owner is the owner of Parcel Number 31941605019000, a/k/a 699 Eagle Ridge Court, Powell, OH, Lot 313, The Retreat Section 5, Plat Book 14, Page 37 in the Delaware County, Ohio Recorder's Office; (attached hereto as Exhibit A and referred to hereinafter as "Lot 313");

WHEREAS, Lot 313 is subject to a certain general utility easement filed as part of the original Plat for record as The Retreat Section 5, Plat Book 14, Page 37 in the Delaware County, Ohio Recorder's Office, (hereinafter, the "Plat");

WHEREAS, the residential dwelling that was built on Lot 313 (the "Lot 313 Residence") appears to be encroaching on the general utility easement (see Exhibits B and B-1);

WHEREAS, Owner is attempting to correct the encroachment in order to clear title which further requires that the Utility Company abandon any and all rights that Utility Company has to place, service or in any way utilize the has-marked areas shown on Exhibit C, attached hereto, ("Abandoned Area") and legally described on Exhibit D, attached hereto ("Legal Description"); collectively Exhibit C and Exhibit D, hereinafter referred to as the "Abandoned Area"); and

WHEREAS, the Parties desire by this Agreement to memorialize the Utility Company's agreement to fully, completely, and permanently release any and all rights in the Abandoned Area.

Statement of the Agreement

NOW, THEREFORE, in consideration of this Agreement, and in consideration of the promises as delineated in the foregoing Preliminary Statements, which are hereby incorporated, and other valuable consideration the receipt and sufficiency of which are hereby acknowledged, the Parties hereto intending to be legally bound, agree to the following terms and conditions.

1. Abandoned Area. Utility Company hereby acknowledges and agrees that as of the Effective Date, it forever, completely, and permanently relinquishes (i) any and all right to place, service, or install utilities, or in any other manner whatsoever use the Abandoned Area and (ii) any and all rights that it may have to the Abandoned Area pursuant to the Plat, and any other recorded, non-recorded, or public or public document.
2. No Other Modification. This Agreement shall not be construed to limit the rights of Utility Company provided by the Plat in any other area of the Retreat Section 5, however, to the extent that this Agreement conflicts with the Plat, this Agreement shall control as to the matters addressed in this Agreement.
3. Governing Law; Jurisdiction and Venue: Severability of Provisions. This Agreement shall be governed and interpreted by, and construed and enforced in accordance with, the laws of the State of Ohio without regard to the conflicts of laws provisions thereof. All legal actions maintained and arising from this Agreement shall be heard only in the state and federal courts situated in Delaware County, Ohio, and each Party hereby consents to the jurisdiction and venue of any actions commenced therein. Any provision of this Agreement which is prohibited or unenforceable in the State of Ohio or in any jurisdiction in the United States shall, as to the State of Ohio or such jurisdiction in the United States, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof or affecting the validity or enforceability of such provision in any other jurisdiction.
4. Severability and Integration. This Agreement contains the entire agreement of the Parties with respect to the subject matters herein, and supersedes all prior agreements and discussions with respect to its subject matter. This Agreement may not be amended, modified, or repealed except in a writing, in recordable form, signed by both Parties and shall not be binding until such amendment is to duly recorded in the Recorder's Office of Delaware County, Ohio. If any term or provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Agreement shall continue in full force and effect, but without giving effect to such term or provision.
5. No Waiver. Neither the failure of either Party to exercise any power given such Party hereunder or to insist upon strict compliance by the other Party with its obligations hereunder, nor any custom or practice of the Parties at variance with the terms hereof shall constitute a waiver of either Party's right to demand exact compliance with the terms hereof.
6. Headings. The headings and section titles of this Agreement shall not have any effect upon the construction or interpretations of any part hereof.
7. Notices. Any notices or consents required or permitted to be given under this Agreement must be in writing and must be given by United States mail, certified, return receipt requested, by overnight courier service or by hand

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delivery. Any notice or consent shall be deemed effective only upon actual receipt, but rejection or refusal by the addressee to accept delivery or the inability to accomplish delivery because the Party can no longer be found at the current notice address, shall be deemed actual receipt.

8. Representations and Warranties. Each Party hereby covenants, represents and warrants to each other Party that:

- i) If an entity it is validly organized, in good standing, and qualified to do business in the state of its formation as set forth in the preamble hereto, or if an individual, he is of Legal age and competent at law;
- ii) This Agreement has been approved by all necessary corporate or company actions, represents its valid, legal, and binding obligation and be enforceable against it in accordance with its terms; and
- iii) This Agreement does not and will not breach or cause a default under any agreement or instrument of it, or to which it is a Party, or which affects its property.

9. Recordation of this Agreement. This Agreement shall be recorded with the Delaware County Recorder's Office by Owner after the Effective Date if so required by the Powell City Council. Utility Company agrees to join in the execution and recordation of any document necessary to effectuate the legal recording of this Agreement.

10. Agreement Runs With the Land. The terms, conditions and grants contained in this Agreement, shall run with the land and shall be binding on, shall inure to and be enforceable by the Parties and their successors, grantees and assigns. Upon the sale or other transfer of Lot 313, or any part of or interest in either of them, the purchaser or transferee, by the acceptance of a deed or other instrument of transfer, shall assume and be bound by all of the terms, conditions and obligations contained in this Agreement and a copy of this Termination Agreement shall be delivered to any purchaser or transferee of any interest in such Lots.

Exhibit D (180 SF Easement to be Released)

180 SF Easement to be Released

Situated in the State of Ohio, County of Delaware, City of Powell, being part of Lot 313 of The Retreat Section 5, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Book 14, Page 37, Recorder's Office, Delaware County, Ohio, also being part of the premise conveyed to Carl W. & Edna M. Brumfield as shown of record in Official Record Volume 648, Page 644 and being more particularly described as follows:

Commencing at the southeast corner of said Lot 313;

Thence, along part of the west line of said Lot 313, North 24° 45' 00" West, 161.70 feet to a point on the north line of an existing easement as shown on said plat;

Thence, across said Lot and along part of the north line of said easement, North 67° 25' 10" East, 70.00 feet to the TRUE POINT OF BEGINNING;

Thence, across said Lot and along part of the north line of said easement, North 67° 25' 10" East, 60.00 feet to a point;

Thence, across said Lot and across said easement the following three (3) courses:

- 1) South 22° 34' 50" East, 3.00 feet to a point
- 2) South 67° 25' 10" West, 60.00 feet to a point
- 3) North 22° 34' 50" West, 3.00 feet to the point of beginning CONTAINING 180 SQUARE FEET. Basis of bearing as per recorded plat.

Myers Surveying Company

Joseph P. Myers 7/25/2012
Joseph P. Myers, P.S.
JPM/emf (805312012ease)



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RESOLUTION NO. 12-851

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Job and Family Services recommends the promotion of Mikkele Posey from a Social Services Worker II to a Social Services Worker III; effective August 24, 2012;

Therefore Be It Resolved, that the Board of Commissioners approve the promotion of Mikkele Posey from a Social Services Worker II to a Social Services Worker III; effective August 24, 2012.

The Director of Job and Family Services recommends accepting the resignation of Kelly Dew with the JFS Department; effective August 24, 2012;

Therefore Be It Resolved, that the Board of Commissioners accept the resignation of Kelly Dew from the JFS Department; effective August 24, 2012.

The Director of Environmental Services recommends accepting the resignation of David Finney from the Regional Sewer District; effective date August 17, 2012;

Therefore Be It Resolved, that the Board of Commissioners accept the resignation of David Finney from the Regional Sewer District; effective date August 17, 2012.

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien

- Attended The DKMM Meeting On Tuesday
- Attended The Executive Regional Planning Meeting On Wednesday
- Central Ohio Youth Center Meeting Later Today At 4:00PM

Commissioner Thompson

- Attended A Community Action Organizational Meeting; HUD/Bylaws
- Ohio Wesleyan Arts Information
- Central Ohio Youth Center Meeting Questions

Commissioner Stapleton

- Job And Family Services Event With DKMM Policy "Job-A-Bego"
- Central Ohio Youth Center Meeting
- Will Attend A CORSA Meeting On Friday

There being no further business, the meeting adjourned.

Ken O'Brien

Dennis Stapleton

Tommy Thompson