

**COMMISSIONERS JOURNAL NO. 60 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 21, 2013**

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

Present:
Ken O'Brien, President
Dennis Stapleton, Vice President
Gary Merrell, Commissioner

RESOLUTION NO. 13-1199

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 18, 2013:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on November 18, 2013; 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. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

PRESENTATION
AL MYERS, PRESIDENT AGRICULTURAL SOCIETY

RESOLUTION NO. 13-1200

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1120 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PCAPR1120:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1120, Procurement Card Payments in batch number PCAPR1120 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO' Increase			
Treasurer State of Ohio	BCMH	10011102-5319	\$ 100,000.00
P1301915-1 Beem's BP	Fuel Service Center	10011106-5228	\$ 20,000.00

<u>PR Number</u>	<u>Vendor Name</u>	<u>Line Description</u>	<u>Line Account</u>	<u>Amount</u>
911 DEPARTMENT-SERVICE AND CHARGES				
R1306243	SIMCO ELECTRIC INC	LABOR TO REPLACE EXISTING	21411306-5328	\$ 3,640.00
911 DEPARTMENT-MATERIALS AND SUPPLIES				
R1306243	SIMCO ELECTRIC INC	REPLACEMENT FIXTURES	21411306-5201	\$ 5,300.00

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

RESOLUTION NO. 13-1201

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Director of the Child Support Enforcement Agency is requesting that Matthew Smith and Wendy Shannon attend a Hearing Officer Training in Knox County, Ohio on November 21, 2013 at no cost.

The Director of Emergency Communications is requesting one refresher and one employee attend an EMD National Academy of Dispatch class at 7991 Columbus Pike, Lewis Center, OH from December 9-11, 2013 at

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the cost of \$523.00 (fund number 21411306).

The Adult Court Services department is requesting that Doug Missman, Laurie Winbigler and four other employees attend an AA Conference in Columbus, Ohio on November 21, 2013 at the cost of \$120.00 (fund number 25622303).

The County Administrator is requesting that Jon Melvin attend the CCAO Winter Conference in Columbus, Ohio on December 9, 2013 at the cost of \$65.00 (fund number 10011105).

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

RESOLUTION NO. 13-1202

IN THE MATTER OF RATIFYING AMENDED MID-OHIO REGIONAL PLANNING COMMISSION ARTICLES OF AGREEMENT:

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

WHEREAS, Delaware County, by and through the Delaware County Board of Commissioners (the "Board"), is a member of the Mid-Ohio Regional Planning Commission ("MORPC"); and

WHEREAS, it is the stated desire of MORPC to make efficient and effective use of its resources while maintaining compliance with all federal, state, and local laws and regulations applicable to it; and

WHEREAS, MORPC's Articles of Agreement and Bylaws Review Committee (the "Committee") conducted a review of MORPC's Articles of Agreement and Bylaws to determine whether any existing provisions should be updated or revised to provide more clarity, consistency, flexibility and simplicity; and

WHEREAS, the Committee presented proposed amendments to MORPC's Articles of Agreement and Bylaws; and

WHEREAS, on September 19, 2013, MORPC adopted the proposed amendments to MORPC's Articles of Agreement and Bylaws; and

WHEREAS, the MORPC governance body (the "Commission") is comprised of representatives appointed by MORPC members; and

WHEREAS, the Commission recommends ratification of the amended Articles of Agreement per MORPC Resolution 21-13;

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

Section 1. The Board hereby ratifies MORPC's Amended Articles of Agreement, which, if ratified by a sufficient number of MORPC's membership, shall take effect January 1, 2014.

Section 2. The Clerk of the Board is hereby directed to cause delivery of a copy of this Resolution, along with any necessary executed copies of the Amended Articles of Agreement, to MORPC.

Section 3. This Resolution shall take immediate effect upon adoption.

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

RESOLUTION NO. 13-1203

A RESOLUTION AUTHORIZING AN AMENDMENT TO A BOND PURCHASE AGREEMENT RELATING TO THE OUTSTANDING ADJUSTABLE RATE DEMAND ECONOMIC DEVELOPMENT REVENUE BONDS, SERIES 2008 (THE COLUMBUS ZOOLOGICAL PARK ASSOCIATION PROJECT) OF THE COUNTY OF DELAWARE, OHIO TO ESTABLISH THE FLEX PRIVATE PLACEMENT RATE FOR THE BONDS FOR A FLEX PRIVATE PLACEMENT RATE PERIOD ENDING ON DECEMBER 1, 2015 AND RELATED MATTERS:

The Board of County Commissioners of the County of Delaware, Ohio, met in regular session at 9:30 o'clock a.m. on the 21st day of November, 2013, at the office of said Board of County Commissioners, located at 101 N. Sandusky Street, with the following members present: Ken O'Brien, President; Dennis Stapleton, Vice President; Gary Merrell, Commissioner.

Mr. Stapleton moved the adoption of the following resolution and Mr. Merrell seconded the motion:

WHEREAS, by Resolution No. 08-1437 adopted on December 1, 2008 by the Board of County Commissioners (the "Legislative Authority") of the County of Delaware, Ohio, a county and political subdivision duly organized

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and validly existing under the laws of the State of Ohio (the "County"), the County issued its Adjustable Rate Demand Economic Development Revenue Bonds, Series 2008 (The Columbus Zoological Park Association Project) in the aggregate principal amount of \$6,000,000 (the "Bonds"); and

WHEREAS, the County issued the Bonds at the request of The Columbus Zoological Park Association, an Ohio nonprofit corporation (the "Borrower"), to finance a "project" (the "Project") within the meaning of Chapter 165 of the Ohio Revised Code, as amended (the "Act"), for industry, commerce, distribution, or research and located within the boundaries of the County by loaning the proceeds thereof to the Borrower to pay costs of the Project (the "Project Purposes"); and

WHEREAS, the Bonds were issued by the County pursuant to an Indenture of Trust dated as of December 1, 2008 (the "Indenture"), between the County and U.S. Bank National Association, as trustee; and

WHEREAS, U.S. Bank National Association, as the original purchaser (the "Purchaser"), purchased the Bonds pursuant to a Bond Purchase Agreement dated as of December 2, 2008 (the "Bond Purchase Agreement"), among the County, the Borrower and the Purchaser (the "Bond Purchase Agreement"); and

WHEREAS, interest initially accrued on the Bonds at the Flex Private Placement Rate set forth in the Bond Purchase Agreement for the Flex Private Placement Rate Period ending on December 2, 2013; and

WHEREAS, the Borrower has elected to effect a conversion of the interest rate on the Bonds to another Flex Private Placement Rate Mode on December 2, 2013 (the "Flex Private Placement Conversion Date"), for a Flex Private Placement Rate Period ending on December 1, 2015, the maturity date of the Bonds (the "New Flex Private Placement Rate Period"); and

WHEREAS, the Purchaser has agreed to continue holding the Bonds during the New Flex Private Placement Rate Period and has waived the mandatory tender of the Bonds on the Flex Private Placement Conversion Date; and

WHEREAS, Section 2.02(F) of the Indenture provides that the Flex Private Placement Rate for the Bonds shall be determined by the Purchaser as set forth in a Bond Purchase Agreement for the New Flex Private Placement Rate Period; and

WHEREAS, the County, the Borrower and the Purchaser have agreed to enter into an Amendment to Bond Purchase Agreement to be dated as of the Flex Private Placement Conversion Date (the "Amendment to Bond Purchase Agreement"), to set forth the Flex Private Placement Rate for the Bonds for the New Flex Private Placement Rate Period and have further agreed that the Bond Purchase Agreement, as amended by the Amendment to Bond Purchase Agreement, will be the Bond Purchase Agreement for the New Flex Private Placement Rate Period; and

WHEREAS, it has been determined by this Board that the amendment of the Bond Purchase Agreement will further the Project Purposes of financing the costs of the Project through the New Flex Private Placement Rate Period.

NOW, THEREFORE, Be It Resolved by the Board of County Commissioners of the County of Delaware, Ohio:

Section 1. Definitions. Unless otherwise defined herein, all capitalized terms used in this resolution shall have the respective meanings given to such terms by the Indenture.

Section 2. Section 2. Amendment to Bond Purchase Agreement. To establish the Flex Private Placement Rate for the Bonds for the New Flex Private Placement Rate Period and the consummation of the transactions contemplated herein, any two members of the Legislative Authority are hereby authorized and directed, for and in the name of the County and on its behalf, to execute and deliver the Amendment to the Bond Purchase Agreement in substantially the form thereof now on file with the Legislative Authority with such changes as are described below. The Amendment to Bond Purchase Agreement is hereby approved with changes which are not inconsistent with this resolution, which are not substantially adverse to the County, which are permitted by the Act, and which are approved by the officials executing the Amendment to Bond Purchase Agreement. Such changes shall include including the insertion of the Flex Private Placement Rate for the Bonds for the New Flex Private Placement Rate Period identified by the Purchaser as of the Flex Private Placement Conversion Date. The approval of those changes by those officials, and the character of those changes as not being substantially adverse to the County, shall be evidenced conclusively by the execution of the Amendment to Bond Purchase Agreement by those officials.

Section 3. Other Documents. Each member of the Legislative Authority and the Fiscal Officer are authorized and directed to execute any certifications, financing statements, assignments, agreements and instruments which are necessary or appropriate to consummate the transactions contemplated in this resolution and the Amendment to Bond Purchase Agreement.

Section 4. Sunshine Law. This Legislative Authority hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Legislative Authority, and that all deliberations of this Legislative Authority and of its committees, if any, which resulted in formal action, were in meetings open to the public, in full compliance with the law, including Section 121.25, Ohio Revised Code.

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Section 5. Effective Date. This resolution shall be in full force and effect upon its adoption.

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

RESOLUTION NO 13-1204

IN THE MATTER OF APPROVING TRANSFER OF FUNDS FOR THE VICTIMS OF CRIME GRANT FOR VICTIM SERVICES AND THE DELINQUENT TAX FUNDS:

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

Transfer of Appropriations

From	To	
23612302-5101 VOCA/Health Insurance	23612302-5001 VOCA/Compensation	\$790.00
23512102-5361 Attorney Services	23512102-5001 Compensation	\$280.00
23512102-5361 Attorney Services	23512102-5101 Health Insurance	\$3900.00

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

RESOLUTION NO. 13-1205

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE PROSECUTOR'S OFFICE STATE VICTIMS OF CRIME GRANT:

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

Supplemental Appropriations

23612305-5001	SVAA/Compensation	\$ 80.00
23612305-5102	SVAA/Workers Compensation	\$ 1.00
23612305-5120	SVAA/OPERS	\$ 11.00
23612305-5131	SVAA/Medicare	\$ 1.00
23612305-5319	SVAA/Reimbursement	\$ 31.00

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

RESOLUTION NO. 13-1206

IN THE MATTER OF AWARDING A CONTRACT TO AMERICAN COATING CORP. (AMERICOAT), FOR THE VILLAGE OF SHAWNEE HILLS SIDEWALK IMPROVEMENTS WITH FUNDING FROM THE FY12 COMMUNITY DEVELOPMENT BLOCK GRANT:

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

WHEREAS, the Delaware County Board of Commissioners approved bidding per Resolution 13-946; and

WHEREAS, bids were opened on October 9, 2013, from and in the amount of:

American Coating Corp. (Americoat)	\$25,835.00
Alexander Concrete	\$40,533.30
Decker Construction	\$44,944.77; and

WHEREAS, the Economic Development Director, and the Ohio Regional Development Corporation reviewed the bids and recommend the bids submitted by American Coating Corp. (Americoat) as the lowest and best bid; and

WHEREAS, the FY12 CDBG allocated \$19,700 for Activity 3, the Village of Shawnee Hills Sidewalk Improvements, and the Village of Shawnee Hills is responsible for the difference;

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

Section 1. The Board of Commissioners approves the contract with American Coating Corp. (Americoat) in the amount of \$25,835.00.

Section 2. That this resolution shall take effect and be in force immediately after its passage.

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CONTRACT

THIS AGREEMENT made this 21st day of November, 2013, by and among American Coating Corp. (AmeriCoat) (hereinafter called the "Contractor"), Delaware County, Ohio, by and through the Delaware County Board of Commissioners (hereinafter called the "Owner"), and the Village of Shawnee Hills (hereinafter called the "Village") (collectively referred to as the "Parties").

WITNESSETH, that the Parties for the consideration 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; namely, the construction plans titled "Old Municipal Building CDBG Sidewalk" and related documents, and required supplemental work, all in strict accordance with the Contract Documents including all addenda thereto, all as prepared by Pomeroy & Associates, Ltd acting and in these Contract documents preparation, referred to as the "Engineer."

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 Twenty-Five Thousand Eight Hundred Thirty-Five Dollars (\$25,835), subject to additions and deductions as provided in Section 109 hereof. The Parties mutually acknowledge and agree that the Owner is responsible for the first \$19,700 toward the contract sum, and the Village is responsible for all amounts in excess of \$19,700. The Village shall submit any and all funds for its share to the Owner in a timely manner so as to facilitate payment of the contract sum to the Contractor.

ARTICLE 3. Contract.

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. instructions to Bidders
- e. Signed copy of Bid
- f. General Conditions, Parts I and II
- g. Special Conditions
- h. Technical Specifications
- i. Drawings (as listed in the Schedule of Drawings)

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. Stapleton Aye Mr. Merrell Aye Mr. O'Brien Aye

RESOLUTION NO. 13-1207

SETTING BID OPENING DATE AND TIME FOR SEALED BIDS FOR THE PURCHASE OF TWO (2) 2013 CHEVROLET TAHOE, FOUR-WHEEL DRIVE, FOUR-DOOR COMMERCIAL CK-10706 VEHICLES, FOR DELAWARE COUNTY EMERGENCY MEDICAL SERVICES:

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

Whereas, the Manager of Facilities recommends the following bid date and time for Sealed bids for the purchase of two (2) 2013 Chevrolet Tahoe, Four-Wheel Drive, Four-Door Commercial CK-10706 vehicles, for the Delaware County Emergency Medical Services;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the following bid date and time for Sealed bids for the purchase of two (2) 2013 Chevrolet Tahoe, Four-Wheel Drive, Four-Door Commercial CK-10706 vehicles, for the Delaware County Emergency Medical Services:

Legal Notice

Sealed bids for the purchase of two (2) 2013 Chevrolet Tahoe, Four-Wheel Drive, Four-Door Commercial CK-10706

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vehicles, for the Delaware County Emergency Medical Services (hereinafter "DCEMS") will be received by the DCEMS Chief, 10 Court Street, Delaware, Ohio 43015, during regular business hours Monday through Friday 8:30 a.m. to 4:30 p.m. until 4:30 p.m. local time on December 11, 2013, at which time they will be publicly opened and read aloud. All bids shall be considered valid until sixty (60) days after the bid opening date although not accepted or rejected.

The terms and conditions of this contract generally consist of the purchase of two (2) 2013 Chevrolet Tahoe, Four-Wheel Drive, Four-Door Commercial CK-10706 vehicles, with accessories, warranties, assembly and delivery charges necessary to deliver the equipment in accordance with the provisions of the Invitation to Bid documents.

The documents containing the terms and conditions of this contract can be obtained during regular business hours 8:30 a.m. to 4:30 p.m. Monday through Friday until the bid closing date at the Administrative Offices for DCEMS located at 10 Court Street, Delaware, Ohio 43015 or by contacting DCEMS at mschuilin@co.delaware.oh.us .

Bids must be submitted on bid forms contained in the documents, shall contain the full name of each person, party, or parties submitting the bid and all persons interested therein, and shall be enclosed in sealed opaque envelopes addressed to DCEMS Chief, and marked: "Bid for the purchase of two (2) 2013 Chevrolet Tahoe, Four-Wheel Drive, Four-Door Commercial CK-10706 vehicles."

None of the requirements of section 153.54 of the Revised Code shall apply to this bid, so no bid bond or other financial security is required.

Delaware County reserves the right to select the bidder deemed to be the lowest and best bidder, as determined by the Delaware County Board of Commissioners, to reject any and/or all bids, or any portion of any and/or all bids, to waive informalities or irregularities that do not affect the substance of the specifications and contents of the Invitation to Bid and to award the bid in the manner deemed to be in the best interest of Delaware County.

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

RESOLUTION NO. 13-1208

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR OLENTANGY CROSSINGS SECTION 6, PHASE 2 AND ALUM CROSSING SECTION 2, PHASE B, PART 1:

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

Whereas, the construction of new sanitary sewers at the Olentangy Crossings Section 6, Phase 2 and Alum Crossing Section 2, Phase B, Part 1 have been completed to meet sewer district requirements; and

Whereas, the sewer district has received the necessary items required by the subdivider's agreement; and

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

Olentangy Crossings Section 6, Phase 2

- 1, 202' feet of 8- inch sewer
- 8- manholes

Alum Crossing Section 2, Phase B, Part 1

- 332' feet of 8" -inch sewer
- 2- manholes

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

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

RESOLUTION NO. 13-1209

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENTS FOR THE COURTYARDS OF POWELL, PHASE 1 AND WEDGEWOOD COMMERCE CENTER SECTION 1 LOT 2069 DIVISION 1 (TARGET):

It was moved by Mr. Stapleton, seconded by Mr. Merrell to accept the following:

Whereas, the Director of Environmental Services recommends approval of the Sanitary Subdivider's agreements:

Therefore, Be It Resolved the Board of Commissioners approve the Sanitary Subdivider's Agreements for Courtyards of Powell, Phase 1 and Wedgewood Commerce Center Section 1 Lot 2069 Division 1 (Target):

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Courtyards of Powell, Phase 1

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

THIS AGREEMENT executed on this 21st day of November 2013, by and between **EPCON LIBERTY, LLC** herein after called "SUBDIVIDER", and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by **COURTYARDS OF POWELL PHASE 1**, Plat or Sewer Easements Record on Said Development Parcel filed or to be filed with the Delaware County Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

There are **20.0** single family residential equivalent connections approved with this AGREEMENT. Capacity shall be reserved for one year from the date of this AGREEMENT, unless the COUNTY COMMISSIONERS grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat or Sanitary Easements are recorded. If the final Subdivision Plat or Sanitary Easements are not recorded prior to expiration of the reservation deadline as set forth herein, the SUBDIVIDER agrees and acknowledges that capacity shall not be guaranteed.

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 **COURTYARDS OF POWELL PHASE 1**, all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$69,108**) 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.

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 (**\$2419.00**). The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$5529.00** 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

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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 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 to the sanitary sewer.

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.

Wedgewood Commerce Center Section 1 Lot 2069 Division 1 (Target)

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 21st day of November 2013, by and between **WEDGEWOOD LIMITED PARTNERSHIP I** herein after called "SUBDIVIDER", and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio, as evidenced by the **WEDGEWOOD COMMERCE CENTER SECTION 1 LOT 2069 DIVISION 1** Subdivision Plat filed or to be filed with the Delaware County Recorder,

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Recorder, Delaware County, Ohio, is governed by the following considerations and conditions, to wit:

There are **78** single family residential equivalent connections approved with this AGREEMENT. Capacity shall be reserved for one year from the date of this AGREEMENT, unless the COUNTY COMMISSIONERS grant an extension in writing. Capacity is not guaranteed until the final Subdivision Plat is recorded. If the final Subdivision Plat is not recorded prior to expiration of the reservation deadline as set forth herein, the SUBDIVIDER agrees and acknowledges that capacity shall not be guaranteed.

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 **TARGET – T-2851 LIBERTY TWP, OHIO THE SHOPPES AT WEDGEWOOD**, 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 estimated cost of construction (**\$205,506.17**) 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 1 for this project.
 Initials _____ Date _____

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 (**\$7,192.72**). The SUBDIVIDER shall also deposit with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$17,475.00** 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

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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. If any onsite easement or necessary right of way is not to be recorded as part of a subdivision plat, such easements and rights-of-way shall be recorded and provided to the DELAWARE COUNTY SANITARY ENGINEER before a preconstruction meeting will be permitted and before construction may begin on the improvements. All offsite easements must be recorded prior to signing the plans.

If, due to unforeseen circumstances during construction activities, the SUBDIVIDER must install 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 to the sanitary sewer.

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.

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

**JON MELVIN, MANAGER OF FACILITIES
DISCUSSION; JANITORIAL CONTRACT RENEWAL FOR 2013-2014, WOLF BUILDING AND
CHANNING STREET BUILDING**

RESOLUTION NO. 13-1210

**IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE TOUR COMMANDER
FOR THE 911 DEPARTMENT:**

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

Whereas, the Assistant County Administrator/ Director of Administrative Services and the Director Of Emergency Communications recommend approving the job description for the Tour Commander The 911 Department;

Therefore Be it Resolved, the Board of Commissioners approve the job description for the Tour Commander for The 911 Department.

TOUR COMMANDER

Job Title:	Tour Commander	Posting Dates:	
Department/Address:	911 10 Court Street, Ground Floor Delaware, Ohio 43015	Position Type:	Full Time (Non bargaining unit)
Typical Work Schedule:	Varies	Pay Range:	\$xx.xx/hour
Contact Information:	740/833-2120	FLSA:	Hourly, non-exempt
How to apply:	http://www.co.delaware.oh.us/hr/index.asp		
Objectives			
Individual operates and functions during their tour of duty organizing and supervising the work of subordinates insuring compliance with all rules, regulations, policies, and procedures of the Delaware County Emergency Communications. . Individual reports directly to the Director of Emergency Communications.			
Job Standards			
Individual must have a high school diploma or GED, familiarity with computers and keyboarding, and at least five (5) years of direct work experience in a 9-1-1, Call, or Dispatch Center (related bachelor's degree may be substituted for two (2) years direct work experience). Individual must demonstrate ability to effectively manage and lead subordinate personnel. Individual must possess a valid Ohio driver's license and have an acceptable driving record. Individual must meet and maintain qualifications for driving on county business at all times, including insurability. As a condition of continued employment, within one year of hire date individual must successfully complete and maintain certification in CPR/AED, all the current MPDS required disciplines, NIMS certifications, and any other required standards. Individual must maintain all required licenses and certifications as a continued condition of employment.			
Job Description			

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ESSENTIAL JOB FUNCTIONS:

- Proficient at all essential job functions of a telecommunicator as required, in addition to the following:
- Organizes and supervises the work of the telecommunicators efficiently and effectively;
- In conjunction with Human Resources, counsels telecommunicators and recommends commendations or progressive discipline when necessary;
- Works with the emergency response community to improve customer service;
-
- In conjunction with the Director, performs quarterly and annual performance evaluations;
- Responsible for participating in the Quality Improvement Program by reviewing and processing Case Evaluation Records with the telecommunicators;
- Assists in the facilitation of the on-going training program including policy / procedure review with the telecommunicators and newly hired probationary personnel;
- Completes monthly call processing review reports and other reports as necessary;
- Processes public records requests for tape recordings and/or written logs as necessary;
- Maintains effective working relationships with emergency repair service providers for 24-hour coverage on specific equipment, screening equipment functions, reporting needed repairs to authorized personnel, creating service records, and monitoring status throughout completion of service as directed by policy;
- Responds to the Emergency Operations Center, back-up Communications Center, the Communications Center, or alternate location during an emergency recall as defined by Center policy;
- Available to work flexible hours as required; and
- Other duties as assigned.

NON-ESSENTIAL JOB FUNCTIONS:

- Performs related non-essential functions as required.

JOB REQUIREMENTS AND DIFFICULTY OF WORK:

Equipment

Ability to operate an electronic touch screen emergency telephone system with standardized call processing procedures, an 800 MHz radio system, wireless headsets, a Computer Aided Dispatch and mapping program, the Telecommunications Device for the Deaf (TDD) system, the back-up systems, the Federal Emergency Alert System, the NOAA weather radio alert system, the Northwest Area Strike Team paging system, the MARCS system, the Emergency Alert Notification systems (i.e. the Communicator, Code Red), the push-to-talk two-way system, the alpha-numeric paging system, the AED device, the LEADS system and other law enforcement databases, the security system, the instant retrieval recording system, equipment battery chargers, the Adore evaluation software program, a variety of office equipment, and other equipment necessary to perform duties.

Critical Skills/Expertise

- Proficient at all critical skills/expertise requirements of the telecommunicator; in addition to the following:
- Ability to apply management principles and supervisory skills to work situations, to direct, motivate and manage subordinate personnel, to plan and implement department goals and objectives, to develop and implement programs and projects, to delegate duties, to develop collaborative relationships and initiate and recommend corrective action; and
- Extensive knowledge, adherence to follow and ensure compliance with safety policies, procedures and practices;
- Thorough knowledge and adherence with all federal, state and county government policies and procedures, laws and regulations

DIFFICULTY OF WORK:

- Work is performed on rotating shifts, consisting of complex, varied, standardized and non-standardized tasks requiring application of numerous laws, rules, regulations, policies, and procedures.
- Individual must be able to function under high stress levels and extremely complex, time sensitive, complicated situations working with mobility constraints.

RESPONSIBILITY:

- Individual supervises telecommunicators, assigns projects, checks on progress of work and evaluates results.
- Individual provides general guidance allowing the telecommunicators the ability to plan procedures and methods to accomplish objectives.
- Individual operates independently of direct supervision in handling daily operations and activities, establishing priorities, making referrals to other agencies, and forming collaborative relationships with other service providers in the County, normally receiving their supervisors input only when needed. The supervisor does provide general guidance, but allows the individual the ability to plan the procedures and methods to accomplish objectives.
- Individual must demonstrate effective multi-tasking skills.
- Individual must adhere to departmental rules and procedures regarding confidentiality due to the nature of information that is accessed and received.

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- Individual must perform as a team player and a leader and demonstrate an expert ability to set and achieve goals.
- Errors in work may cause inaccuracies in reports, records, or technical data resulting in inaccurate or incomplete information, and may cause loss of efficiency of response of emergency services, and possible loss of property and life.

PERSONAL WORK RELATIONSHIPS:

Contact is with co-workers, emergency service personnel, and the public. The purpose of these contacts is to guide and direct, check on progress of work assigned, coordinate services, handle questions and concerns, gather information and disseminate such information to various locations in a timely manner.

PHYSICAL EFFORT AND WORK ENVIRONMENT:

Physical Requirements: The physical requirements of the position are identified sedentary work that may require the lifting of up to fifty (50) pounds.

Physical Activity: The physical activity of the position is fingering, talking, hearing, listening, (including specialized listening acuity), reaching, and walking. Any or all activity may be experienced for extended periods of time.

Visual Activity: The minimum visual activity of the seeing job is close to the eye and requires viewing computer terminals for extended periods of time.

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

SUPERVISORY FUNCTIONS:

Span of Control: Individual supervises Telecommunicators.

ACKNOWLEDGMENT FOR RECEIPT OF JOB DESCRIPTION

I have received a copy of the Job Description and have read and understand its contents. I acknowledge that the above description is a representation of the major duties and responsibilities of this position.

Employee:		Date:	
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Vote on Motion Mr. O'Brien Aye Mr. Merrell Aye Mr. Stapleton Aye

RESOLUTION NO. 13-1211

IN THE MATTER OF APPROVING THE JOB DESCRIPTION FOR THE ADMINISTRATIVE SUPPORT - SECRETARY/ADMINISTRATIVE ASSISTANT FOR THE DELAWARE COUNTY BOARD OF COMMISSIONERS' PUBLIC DEFENDER'S OFFICE:

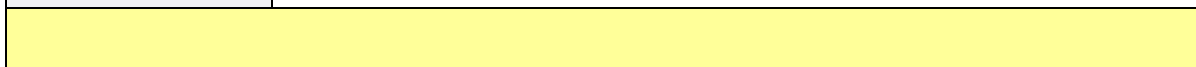
It was moved by Mr. Merrell, seconded by Mr. Stapleton to approve the following:

Whereas, the Assistant County Administrator/ Director of Administrative Services recommend approving the job description for the Administrative Support - Secretary/Administrative Assistant for the Delaware County Board Of Commissioners' Public Defender's Office;

Therefore Be it Resolved, the Board of Commissioners approve the job description for the Administrative Support - Secretary/Administrative Assistant for the Delaware County Board Of Commissioners' Public Defender's Office.

**DELAWARE COUNTY BOARD OF COMMISSIONERS
Public Defender's Office**

Job Title:	Administrative Support - Secretary/Administrative Assistant	Posting Dates:	
Department/Address :	Delaware, OH 43015	Position Type:	Full Time
Typical Work Schedule:	M-F; 8:00 am - 4:30 pm 40 hours per week	Pay Range:	\$xx.xx/hour
Contact Information:	740/833-2120	FLSA:	Hourly, non-exempt
How to apply:	http://www.co.delaware.oh.us/hr/index.asp		



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Objectives
Individual reviews applications for legal representation to determine eligibility, appoints attorneys using rotation process, and prepares necessary billings. Individual reports to the County Administrator.
Job Standards
High School education or equivalent plus two-years related work experience. Knowledge of court proceedings and terminology helpful. Must be a Notary Public or have the ability to become a Notary Public within one year of employment. Must have a valid Ohio driver's license and maintain an acceptable driving at all times, including insurability. Work involves moderately complex, relatively standardized tasks, processes and operations following established laws and procedures. All required licenses, certifications and commissions must be maintained as a condition of continued employment.
Job Description
<p>ESSENTIAL JOB FUNCTIONS:</p> <ul style="list-style-type: none"> • Answers telephone, screens calls, makes referrals, gives and receives information; • Prepares records, files documents, and distributes office document communication; • Receives and greets visitors; • Operates office equipment, as provided; • Performs routine accounting functions; • Prepares, processes and distributes incoming and outgoing documentation and correspondence; • Performs computer operations using MS Word, Excel, Access and Outlook; • Interviews, prepares files and notarizes applications from potential customers; • Contacts attorneys regarding cases following the rotation schedule and departmental policy ; • Prepares, copies and processes reimbursement billings from attorneys, inputs all billings in computer, processes reimbursement billings; • Prepares reports and distributes appropriately; • Ensures individuals in the County Jail receive applications and notary statement; • Acts as a Notary for documentation; • Perform any related essential functions as required; • Other duties as assigned. <p>NON-ESSENTIAL JOB FUNCTIONS:</p> <ul style="list-style-type: none"> • Serves as backup to switchboard as needed in Commissioners' Department; • Performs any related non-essential functions as required. <p>I. JOB REQUIREMENTS AND DIFFICULTY OF WORK</p> <p>Equipment: Ability to use office equipment such as copier, computer, printer, telephone, and other equipment necessary to perform duties.</p> <p>Critical Skills/Expertise:</p> <ul style="list-style-type: none"> • Knowledge of applicable Common Pleas, Municipal, and Juvenile court system procedures and terms, Ohio Public Defender Client Eligibility guidelines and applicable State of Ohio guidelines; • Knowledge of the applicable sections of the Ohio Revised Code; • Proficient in basic accounting; • Knowledge of interviewing techniques; • Proficient skills in Microsoft Word, Excel and Outlook; • Must be organized and dependable; • Must possess excellent customer service skills; • Ability to maintain confidentiality and adhere to confidentiality policy and guidelines; • Ability to communicate effectively both verbally and in writing; • Ability to compose standardized correspondence with minimal supervision; • Ability to interact and exchange information professionally with supervisors, co-workers, contractors, consultants, governmental entities, and others; • Ability to work independently and as part of a team, meet deadlines and prioritize assignments. <p>II. RESPONSIBILITY</p> <p>Individual receives general guidance allowing for the planning of procedures and methods to obtain objectives. Work is not necessarily reviewed. Individual makes some critical decisions independently regarding eligibility and attorney billings. Errors are usually detected within the office in which they occur possibly affecting work of others and requiring expenditure of time to correct.</p> <p>III. PERSONAL WORK RELATIONSHIPS</p>

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Individual has daily contact with co-workers, public and private sector agencies, and the public. The purpose of these contacts is to obtain information, answer questions, and interview customers.

IV. PHYSICAL EFFORT AND WORK ENVIRONMENT

Physical Requirements: Individual performs sedentary work which may require the lifting of up to twenty-five (25) pounds.

Physical Activity: Individual performs the following physical activities: stooping, kneeling, crouching, reaching, standing, lifting, talking, hearing, and repetitive motions.

Visual Activity: Individual performs work where the seeing job is close to the eyes.

Job Location: Individual performs duties in an office environment with no exposure to adverse environmental conditions.

ACKNOWLEDGMENT FOR RECEIPT OF JOB DESCRIPTION

I have received a copy of the Job Description and have read and understand its contents. I acknowledge that the above description is a representation of the major duties and responsibilities of this position.

Employee:		Date:	
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Vote on Motion Mr. Merrell Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 13-1212

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF APPLICATION FOR DOMESTIC VIOLENCE FUNDS FOR 2014 ESTIMATING AMOUNT OF FUNDS ANTICIPATED AND ALLOCATING SAME TO QUALIFIED APPLICATIONS. THIS ACTION PURSUANT TO CHAPTER 3113 OHIO REVISED CODE:

It was moved by Mr. Stapleton, seconded by Mr. Merrell to acknowledge receipt of qualified applications for 2014 domestic violence funds from "Turning Point" Shelter, Marion, Ohio and to estimate the total sum to be collected in said agency fund in 2014 at \$34,000.00. Further that said funds to be allocated as follows:

100% of funds actually received to Turning Point, Marion, Ohio

Said allocation based on an actual qualified application by a shelter that provides services to Delaware County residents and was received by October 1, 2013.

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

RESOLUTION NO. 13-1213

IN THE MATTER OF EXPRESSING THE DELAWARE COUNTY BOARD OF COMMISSIONERS SUPPORT FOR THE NPA RELIEF ALTERNATIVE IDENTIFIED BY NANPA AS, A GEOGRAPHIC SPLIT , IN THE PUBLIC UTILITIES COMMISSION OF OHIO, CASE NO, 13-700-TP-COI, (IN THE MATTER OF THE COMMISSION'S INVESTIGATION INTO EXHAUST RELIEF FOR AREA CODE "740."):

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

WHEREAS, On September 24, 2013, Neustar, Inc. in its role as the NANPA, (North American Numbering Plan Administrator) filed a petition on behalf of the Ohio telecommunications industry for relief of the "740" NPA; and

WHEREAS, a substantial number of Delaware County residents are potentially affected by the petition; and

WHEREAS, the Board wishes to officially express its support for the The NPA Relief Alternative Identified By NANPA As, A Geographic Split, In The Public Utilities Commission Of Ohio, Case No, 13-700-TP-COI, (In The Matter Of The Commission's Investigation Into Exhaust Relief For Area Code "740.");

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

Section 1. The Board hereby officially expresses its support for the NPA Relief Alternative Identified By NANPA As, A Geographic Split, In The Public Utilities Commission Of Ohio, Case No, 13-700-TP-COI, (In The Matter Of The Commission's Investigation Into Exhaust Relief For Area Code "740.");

Section 2. The Board hereby directs the Clerk of the Board to cause delivery of a certified copy of this Resolution upon the Public Utilities Commission of Ohio, 180 East Broad Street, Columbus, OH 43215-3793, and indicating Case No. 13-700-TPCOI.

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Section 3. This Resolution shall take effect immediately upon adoption.

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

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Stapleton:

- Attending Meetings Will Report Next Week
- Attended A Community Action Meeting

Commissioner Merrell:

- No Reports

Commissioner O'Brien:

- Regional Planning Meeting Tonight
- Central Ohio Youth Center; Discussion Of Possible Extra And Early 2014 4th Quarter Payment

RESOLUTION NO. 13-1214

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, DISMISSAL, DISCIPLINE, TO CONSIDER THE PURCHASE OF PROPERTY FOR PUBLIC PURPOSES AND FOR PENDING OR IMMINENT LITIGATION:

It was moved by, Mr. Merrell seconded by Mr. Stapleton to adjourn into Executive Session at 10:15AM.

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

RESOLUTION NO. 13-1215

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Merrell, seconded by Mr. Stapleton to adjourn out of Executive Session at 11:55AM.

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

RESOLUTION NO. 13-1216

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

The Director of Job and Family Services recommends accepting the resignation of Danielle Winters as a Social Services Worker III with the JFS Department; effective November 18, 2013.

Therefore Be It Resolved, that the Board of Commissioners accept the resignation of Danielle Winters as a Social Services Worker III with the JFS Department; effective November 18, 2013.

The Director of Job and Family Services recommends terminating the employment of Aaron Bordick as an Income Maintenance Worker 3 with the JFS Department; effective November 21, 2013.

Therefore Be It Resolved, that the Board of Commissioners terminate the employment of Aaron Bordick as an Income Maintenance Worker 3 with the JFS Department; effective November 21, 2013.

The Director of Child Support Enforcement Agency recommends accepting the resignation of Pamela Shropshire as an Administrative Assistant with the CSEA Department; effective November 20, 2013.

Therefore Be It Resolved, that the Board of Commissioners accept the resignation of Pamela Shropshire as a Administrative Assistant with the CSEA Department; effective November 20, 2013.

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

With Out Objection, Commissioner O'Brien Directed The County Administrator To Ask The Prosecutor For A Formal Written Opinion On The Purchase Order Approval Process.

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Gary Merrell

Ken O'Brien

Dennis Stapleton

Jennifer Walraven, Clerk to the Commissioners