

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 14, 2002**

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

Present: James Ward, Deborah Martin, Donald Wuertz

**10:00 AM Bid Opening For The Opening Of Proposals For Providing Uniform Supplies To Delaware County Emergency Services**

**10:00 AM Approving Bid Specifications And Setting Bid Opening Date And Time For Various Sizes Of 3-Sided Flat Topped Precast Concrete Culverts; Various Sizes Of 3-Sided Arch Topped Precast Concrete Culverts; Various Sizes Of 4-Sided Precast Concrete Box Culverts; Ohio Department Of Transportation Item 606 Guardrail Items; Galvanized Steel Beam Bridge, (Design/Build)(50 Channing) 10:15 AM Bid Opening For Janitorial Supplies For Delaware County**

**10:30 AM Bid Opening For Rental Of Delaware County Home Farm Land At 4781 County Home Rd.**

## PUBLIC COMMENT

**RESOLUTION NO. 02-57**

**IN THE MATTER OF RE-ORGANIZATION OF BOARD OF COMMISSIONERS – PRESIDENT:**

It was moved by Mrs. Martin, seconded by Mr. Ward to appoint Don Wuertz as President of the Board of Commissioners for the year 2002.

Vote on Motion                Mrs. Martin                Aye                Mr. Wuertz                Aye                Mr. Ward                Aye

**RESOLUTION NO. 02-58**

**IN THE MATTER OF RE-ORGANIZATION OF BOARD OF COMMISSIONERS - VICE-PRESIDENT:**

It was moved by Mr. Wuertz, seconded by Mr. Ward to appoint Deborah Martin as Vice President of the Board of Commissioners for the year 2002.

Vote on Motion            Mr. Wuertz            Aye            Mrs. Martin            Aye            Mr. Ward            Aye

**RESOLUTION NO. 02-59**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS NUMBERED 326638 THROUGH 326767:**

It was moved by Mrs. Martin, seconded by Mr. Ward to approve for payment warrants numbered 326638 through 326767 and Purchase Orders and Vouchers as listed below:

<u>PO Number</u>	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
2B12624	Kastra Painting Co.	Painting /Services Bldg	8612-4011	\$ 64,860.00
2B12627	Chemcote Paving	Asphalt Paving Change Orders	8612-4011	\$ 15,255.75
2P12633	Del Co. Regional Planning	2002 Membership	0120-2854	\$ 79,223.00
2P12629	Mid Ohio Regional Planning	MORPC 2002 Membership	0120-2854	\$ 29,938.00
2P08338	Emergency Services	Emergency Management Apportionment	0120-2059	\$ 21,997.80
2B01973	Information Data Products	2 & 4 Part Letterhead	0150-2450	\$ 5,000.00
		Shipping	0150-2200	\$ 300.00
2B01958	Board of Building Standards	Commercial Permit Fee	0150-2900	\$ 12,000.00
2B01976	Office City	Office Supplies	0150-1510	\$ 5,300.00
2B08328	Clarence E R Jones	Demolition of 164 North Union	8612-4011	\$ 8,750.00
2B11044	Scott, Scriven & Wahoff	Legal Services	0180-2002	\$ 10,000.00
2B08337	CCAO	2002 Membership	0120-2854	\$ 7,331.40
2B11029	The Columbus Dispatch	Position Advertisements	0180-2400	\$ 15,000.00
<b><u>Vouchers</u></b>				
1B04843	Williams Insurance Co.	Property & Casualty Premium	0060-2502	\$ 10,303.00
1B43118	Del Co. Fam Serv Co Of Gov	Prof Serv Administrative	4510-2003	\$ 8,290.38
1B42980	Symbiont	Residential Treatment	4530-2081	\$ 6,975.00
1B07270	Schooley Caldwell	Design for Administrative Bldg	8612-4031	\$ 21,657.67
1B08266	Sellers Electric Co., Inc.	Electric/Services Bldg	8612-4011	\$ 106,065.56
1B43118	Del Co. Fam Serv Co Of Gov	Prof Serv Administrative	4510-2003	\$ 10,625.00

Vote on Motion	Mr. Ward	Aye	Mr. Wuertz	Aye	Mrs. Martin	Aye
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COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 14, 2002

RESOLUTION NO. 02-60

IN THE MATTER OF APPROVING A LIQUOR LICENSE TRANSFER REQUEST FROM BP EXPLORATION & OIL COMPANY TO BP PRODUCTS NORTH AMERICA, INC. AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

It was moved by Mrs. Martin, seconded by Mr. Wuertz to approve the following resolution:

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that BP Exploration & Oil Company located 9760 Sawmill Parkway has requested a transfer of C1, C2 permits to BP Products North America located at 9760 Sawmill Parkway, Powell, Ohio and

Whereas, the Liberty Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested and the Delaware County Commissioners have received no objections.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

Vote on Motion                      Mrs. Martin              Aye              Mr. Wuertz              Aye              Mr. Ward              Nay

RESOLUTION NO. 02 -61

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following:

The EMS Department is requesting that 23 Delaware County EMS Paramedics attend a Delaware City Fire Department Substation February 11 though March 19, 2002, at the Cost of \$1,725.00 (Required Training).

The Personnel Department is requesting that Rachel Stull attend the SHRM annual conference in Philadelphia, PA June 23 through June 26, 2002, at the cost of \$920.00. (Training to Maintain PHR).

The EMS Department is requesting that 27 Delaware County EMS Paramedics attend a Pediatric Advanced Life Support Course at Grady Memorial Hospital February 13-14, 2002, at the cost of \$4,050.00. (Required Training).

The Commissioners Office is requesting that Deborah Martin attend a NACO Legislative Conferece in Washington D.C. March 1 through March 5, 2002, at the cost of \$1,165.00.

The Engineer Department is requesting that Richard Burnett attend a Maintaining Asphalt Pavements Conference in Orlando, Florida February 27 & 28, 2002, at the cost of \$1,119.00.

The Engineer Department is Requesting that Greg Gordon attend a Improving Public Works Inspection Skills and the Maintaining Asphalt Pavements Conferences in Orlando, Florida February 25- 28, 2002, at the cost of \$1,935.00.

The Engineer Department is requesting that Michelle Strohl attend an Interpersonal Communications Course in Columbus, Ohio March 21, 2002, at the cost of \$81.00.

The Engineer Department is requesting that Scott Pike attend a NACE 2002 conference in San Diego, CA March 24-28, 2002, at the cost of \$1,666.00.

The Department of Job and Family Services is requesting that Mona Reilly and Angela Thomas attend OJFSDA training in Columbus, Ohio February 26, 2002, at the cost of \$100.00.

Vote on Motion                      Mr. Wuertz              Aye              Mrs. Martin              Aye              Mr. Ward              Aye

RESOLUTION NO. 02-62

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR SUMMERWOOD PHASE 2 AND ORANGE POINT PHASE II:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following:

Summerwood Phase 2

The roadway construction has been completed for the referenced subdivision and, as the results of the Engineer’s recent field review, he has determined that minor remedial work will be required during the 2002 construction

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 14, 2002

season.

In accordance with the Subdivider’s Agreement, we recommend that the maintenance bond be set at **\$12,243** for the duration of the one year maintenance period. A Letter of Credit in that amount is attached.

Orange Point Phase II

The roadway construction has been completed for the referenced subdivision and, as the results of the Engineer’s recent field review, he has determined that minor remedial work will be required during the 2002 construction season.

In accordance with the Subdivider’s Agreement, we recommend that the maintenance bond be set at **\$23,000** for the duration of the one year maintenance period. A Bond in that amount is attached. The Engineer also request approval to return the Bond being held as construction surety to the developer, Duke Weeks Realty.

Vote on Motion                      Mr. Ward                      Aye                      Mr. Wuertz                      Aye                      Mrs. Martin                      Aye

RESOLUTION NO. 02-63

IN THE MATTER OF APPROVING THE 40% WEIGHT REDUCTION ON COUNTY AND TOWNSHIP ROADS:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the following:

Weight Limit Reductions

The Ohio Revised Code, **Section 5577.07**, provides for the reduction of the weight limits on roads when thaws or excessive moisture render roads insufficient to bear normal traffic. Therefore, the Engineer is requesting that your Board reduce the load limits on the roads (listed below) by 40 percent of the legal limit in accordance with **Section 5577.07** of the ORC based on the presence of excessive soil moisture and the detrimental effect of numerous freeze/thaw cycles.

2002 COUNTY POSTED ROADS

#	ROAD NAME	BEGIN LIMIT	END LIMIT	MILEAGE
5	S SECTION LINE	STATE ROUTE 36	STATE ROUTE 37	1.43
23	WOODTOWN	ST. RT. 605	GREENCOOK	1.67
24	N. OLD 3 C			4.27
39	ROME CORNERS			3.38
51	COUNTY LINE			5.49
96	GREGORY			1.09
108	TUSSIC STREET	BIG WALNUT RD.	MAXTOWN RD.	2.29
125	STEITZ			1.42
136	MOORE			1.22
150	MILLS			4.63
165	BURNT POND			3.77
170	BRINDLE			2.45
5	S SECTION LINE	St. Rt. 42	Home Rd.	4.11
189	LAWRENCE	MEREDITH RD.	STATE ROUTE 37	2.07
197	DILDINE			1.92
208	THOMAS			3.72
221	LEONARDSBURG	HORSESHOE RD.	U.S 42	2.36
80	LEONARDSBURG	U.S. 42	N. OLD STATE RD.	0.66
224	STEAMTOWN			5.93
		TOTAL MILEAGE POSTED		53.88
	<i>*IF LIMITS ARE NOT LISTED, ROAD TO BE POSTED IN ITS ENTIRETY.</i>			

Delaware County Engineer’s Office  
2002 Posted County Roads

Overall a 14% Reduction in 2002

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 14, 2002

Roads formerly on Posted Roads list and removed in 2002.

Gorsuch	0.83 Miles	Resurfaced in 2001
Carters Corners	5.96 Miles	402 Chip Seal in 2001
N. 3 B's & K	4.57 Miles	402 Chip Seal in 2001
Centerburg	5.73 Miles	Chip Seal in 2001
Fredricks	2.52 Miles	Chip Seal in 2001
Monkey Hollow	1.43 Miles	Chip Seal in 2001
Berlin Station	4.99 Miles	402 Chip Seal in 2001
Fontanelle	1.66 Miles	Chip Seal in 2001
Mink Street	3.84 Miles	Chip Seal in 2001
Taway	2.93 Miles	402 Chip Seal 2001
Hoskins	3.97 Miles	Resurfaced in 2001
Panhandle	2.99 Miles	Resurfaced in 2001

Total Miles Removed 41.42 Miles

Roads added for 2002.

Woodtown	1.67 Miles
N. Old 3 C	4.27 Miles
Steitz	1.42 Miles
Mills	4.63 Miles
Brindle	2.45 Miles
Dildine	1.92 Miles
Thomas	3.72 Miles
Leonardsburg	3.02 Miles
Steamtown	5.93 Miles
Total Miles Added	33.14 Miles

Vote on Motion                      Mrs. Martin                      Aye                      Mr. Wuertz                      Aye                      Mr. Ward                      Aye

RESOLUTION NO. 02-64

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND R.D. ZANDE & ASSOCIATES INC. FOR REAL ESTATES ACQUISITION SERVICES:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the agreement.

DELAWARE COUNTY, OHIO  
REAL ESTATE ACQUISITION SERVICES AGREEMENT

This Agreement entered into this 14<sup>th</sup> day of January, 2002, by and between the County of Delaware, Ohio, acting by and through the County Commissioners, hereinafter referred to as the COUNTY, and R. D. Zande & Associates, Inc., hereinafter referred to as CONSULTANT, for the provision of real estate acquisition services to the COUNTY in regard to various projects.

Witnesseth, that for the mutual considerations herein specified, the COUNTY and the CONSULTANT have agreed and do hereby agree as follows:

SECTION 1 - BASIC SERVICES OF CONSULTANT

The duties of the CONSULTANT shall encompass the following tasks.

- A. Appraisal Services, appraisers shall be selected from the ODOT prequalified list for parcels over \$5,000 in value;
- B. Low Value Analysis, for parcels under \$5,000 in value;
- C. Negotiation Services;
- D. Title Work and Closings;
- E. Right-of-Way Acquisition Procedures Development

SECTION II - PAYMENT FOR PROFESSIONAL SERVICES

- A. The COUNTY agrees to pay the CONSULTANT as compensation for professional services as listed in Section I, an amount not to exceed \$ 100,000. Costs will vary depending on actual time required to perform the services requested.
- B. The actual cost plus reimbursable expenses, as incurred by the CONSULTANT in the performance of the portion of the work outlined in Section I of this Agreement, shall not exceed the amount stipulated in Section IIIA without an amendment to the Agreement duly authorized by the COUNTY.

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 14, 2002**

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- C. Payment for services performed shall be due and payable monthly, based on the actual time and expenses incurred by the CONSULTANT in the performance of the services on the project.

**SECTION III - OBLIGATION OF COUNTY**

- A. Any provision in this contract to the contrary, the maximum obligation of the COUNTY under this contract is limited to the amount of \$ 100,000. Unless the COUNTY appropriates and authorizes the expenditure of additional funds pursuant to proper modification of this contract, the CONSULTANT's duties and obligations to perform additional services under this contract shall be considered ended December 31, 2002 or when the amount of \$ 100,000, as described previously, has been invoiced and paid to the CONSULTANT (whichever comes first) in accordance with the provisions of this Section. Payment of invoices submitted to the COUNTY by the CONSULTANT shall be made by the COUNTY within thirty (30) days of the date of the invoice. If the maximum obligation of the COUNTY provided herein is changed properly, then the new amount will control the continuation of the duties and obligations of the CONSULTANT to perform additional services.
- B. COUNTY shall provide all criteria and full information as to COUNTY's requirement for the Project; designate a person to act with authority on COUNTY's behalf in respect of all aspects of the CONSULTANT's services; examine and respond promptly to CONSULTANT's submissions; and give prompt written notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any defect in the work.

**SECTION IV - TIME SCHEDULE AND COMPLETION**

- A. The CONSULTANT shall provide written detailed cost proposal for each project at the request of the COUNTY prior to services being performed.
- B. After notification from the COUNTY to proceed, the CONSULTANT shall, to the extent possible, schedule activities to meet specific project dates as requested by the COUNTY

**SECTION V - NON-DISCRIMINATION**

During the performance of this contract, the consultant agrees as follows:

The CONSULTANT will not discriminate against any employee or applicant for employment because of age, race, color, religion, sex or national origin. The consultant will take affirmative action to ensure that applicants are employed and employees are treated during employment without regard to their age, race, color, religion, sex or national origin. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

**SECTION VI - CONTRACT TERMINATION OR SUSPENSION**

The COUNTY or the CONSULTANT may terminate or suspend this Engineering Agreement by (1) giving written notice not less than ten (10) days prior to the effective date by registered mail of its intention to do so and (2) an opportunity for consultation with the terminating party prior to termination. Payment to the CONSULTANT will be made promptly for the amount of any fees earned to the date of the notice of termination or suspension, less any payments previously made. In the event the Agreement is terminated, the consultant, upon payment, as specified, shall deliver to the COUNTY copies of all reports, field books, drawings, and other documents which have been prepared in the course of the work done under this Agreement in accordance with the conditions described in Section X "A", Reuse of Documents. The CONSULTANT shall make no other claim for additional compensation against the COUNTY by reason of such termination. In the event the consultant's services are suspended by the COUNTY, the CONSULTANT shall bill the COUNTY immediately for all work completed to date, less any previous payments.

**SECTION VII - CONTINUING OBLIGATION**

The CONSULTANT agrees that if, because of death or any other occurrence, it becomes impossible for any one of the aforementioned officers to render his services hereunder, neither the consultant nor the surviving officers shall be relieved of their obligations to complete performance hereunder; provided, however, in such event the COUNTY may terminate this Agreement if it considers the death or incapacity of such officer to be a loss of such magnitude as would affect the CONSULTANT's ability to satisfactorily complete the performance of this Agreement.

**SECTION VIII - WARRANTY**

The consultant warrants that he has not employed or retained any company or person, other than a bonafide employee, working solely for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 14, 2002

CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. The CONSULTANT also warrants, that he will comply will all Federal, State and Local laws and ordinances applicable to the work. For breach or violation of the warranty, the COUNTY shall have the right to annul the Engineering Services Agreement without liability.

SECTION IX - INSURANCE AND INDEMNITY

- A. CONSULTANT shall comply with the laws of the State of Ohio relating to insurance coverage and shall carry during the performance of this Agreement and keep in full force, Worker's Compensation. A copy of a document evidencing such Worker's Compensation shall be furnished to the COUNTY prior to the commencement of the services.
- B. CONSULTANT shall carry the following minimum amounts of Automobile Liability Insurance and Comprehensive and General Liability Insurance with the COUNTY named as additional insured, each with the following limits:
  - 1. Public Liability Insurance in the amount of \$1,000,000.00 for bodily injuries including those resulting in death of any one person and on account of any one accident or occurrence.
  - 2. Property Damage in an amount of \$1,000,000.00 from damages on account of any one accident or occurrence.
- C. CONSULTANT shall carry Valuable Paper's Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by this Agreement, in the event of their loss or destruction, (until such time as the plans and field and design data are delivered to the COUNTY).
- D. CONSULTANT shall carry Professional Liability Insurance in the sum of not less than one million dollars (\$1,000,000) annual aggregate, on a claims-made basis.
- E. Certificates of Insurance indicating coverage and conditions stipulated in paragraphs X (B, C, D) shall be provided by the CONSULTANT prior to the commencement of services.

SECTION X - MISCELLANEOUS

- A. Reuse of Documents.  
  
All documents, including Drawings, Specifications, and Electronic Media prepared or furnished by the CONSULTANT (and CONSULTANT's independent professional associates and consultants) pursuant to this Agreement, are instruments of service in respect of the Project. COUNTY shall retain an ownership and property interest therein whether or not the Project is completed. However, such documents are not intended or represented by CONSULTANT to be suitable for reuse by COUNTY or others on extensions of the Project or on any other Project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at COUNTY's sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT's independent professional associates or consultants, and COUNTY shall indemnify and hold harmless CONSULTANT and CONSULTANT's independent professional associates and consultants form all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting there from. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by COUNTY and CONSULTANT.

Vote on Motion                      Mr. Wuertz              Aye              Mrs. Martin              Aye              Mr. Ward              Aye

RESOLUTION NO. 02-65

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE STATE OF OHIO, DEPARTMENT OF YOUTH SERVICES FOR HIGHWAY EASEMENT TO REPLACE BRIDGE AND WIDEN ROADWAY ON HOME ROAD:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the agreement.

STATE OF OHIO EASEMENT

**THIS AGREEMENT** ("Agreement"), is made and entered into by and between the STATE OF OHIO, **Department of Youth Services**, acting by and through the Department of Administrative Services, General Services Division, Real Estate Services, 4200 Surface Road, Columbus, Ohio 43228-1395, (the "State"), and **Delaware County, a Governmental Entity (the Grantee)**, pursuant to the provisions of O.R.C. §123.01(A)(9).

**WHEREAS**, State is the owner, in fee simple absolute, of the land described below (the "Easement Area"):

**DESCRIPTION: PARCEL 124-10-SH**

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 14, 2002**

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**DEL-CR-124-1.60  
HIGHWAY EASEMENT TO REPLACE  
A BRIDGE AND WIDEN ROADWAY ON HOME ROAD**

Situated in the State of Ohio, County of Delaware, Township of Concord, being a part of a 180.26 acre tract of land conveyed to the State of Ohio, as described in Deed Book 60, Page 469, Delaware County Recorder's Office, and being more particularly described as follows:

Being on the south side of County Road 124 (Home Road) and being located within the following described points in the boundary thereof:

Commencing, for reference, at an iron pin found in the intersection of State Route 745 and County Road 124 (Home Road);

thence with the centerline of Right-of-Way of County Road 124, North 80°02'37" East a distance of 30.82 feet to a point,

thence leaving said centerline South 08°42'51" East a distance of 30.00 feet to a point in the existing southerly right-of-way of County Road 124, said point also being the TRUE POINT OF BEGINNING for the easement described herein;

thence North 80°02'37" East, a distance of 1537.91 feet to a point at Roadway Station 25+70.35, 11.58' Right;

thence South 16°06'08" East, a distance of 88.94 feet to a point at Roadway Station 25+80.23, 100.00' Right;

thence South 80°02'11" West, a distance of 664.86 feet to a point at Roadway Station 19+15.00, 100.00' Right;

thence North 65°05'45" West, a distance of 80.67 feet to a point at Roadway Station 18+50.00, 55.00' Right;

thence South 81°17'09" West, a distance of 93.00 feet to a point at Roadway Station 17+57.00, 55.00' Right;

thence South 08°42'51" East, a distance of 25.00 feet to a point at Roadway Station 17+57.00, 80.00' Right;

thence South 81°17'09" West, a distance of 57.00 feet to a point at Roadway Station 17+00.00, 80.00' Right;

thence North 08°42'51" West, a distance of 20.00 feet to a point at Roadway Station 17+00.00, 60.00' Right;

thence South 81°17'09" West, a distance of 140.00 feet to a point at Roadway Station 15+60.00, 60.00' Right;

thence North 08°42'51" West, a distance of 5.00 feet to a point at Roadway Station 15+60.00, 55.00' Right;

thence South 81°17'09" West, a distance of 525.86 feet to a point at Roadway Station 10+34.46, 55.00' Right;

thence North 11°30'28" West, a distance of 24.72 feet to the TRUE POINT OF BEGINNING at Roadway Station 10+32.94, 30.31' Right.

The above described area is a part of Auditor's Permanent Parcel Number 60024003007000. Within said bounds of Parcel 124-10-SH is **2.117 acres**, more or less, and subject to all other easements of record.

This description was prepared by Burgess & Niple, under the direction of S. Patrick Mills, Registered Professional Surveyor Number 7158.

The basis of bearings in this description are based on the Ohio State Plane Coordinate System, North Zone.

The stations referred to herein are based on construction plans for replacement of structure number 213099

**WHEREAS**, the **Grantee** desires to obtain from the State the within easement in order to permit the installation, construction, use, operation, maintenance, repair, replacement, of a certain **Road** upon the Easement Area; and

**WHEREAS**, the **Ohio Department of Youth Services** (the "Agency") requested the Department of Administrative Services to prepare this Agreement on **December 17, 2001**; and

**WHEREAS**, the Department of Administrative Services has determined that little or no adverse impact will occur to adjoining state-owned lands from the granting of the within easement, provided that Grantee fully adheres to all of the provisions hereof;

**NOW, THEREFORE**, in exchange and in consideration of the terms and conditions contained herein and for other good and valuable consideration, the receipt and legal sufficiency of which is acknowledged, the parties hereto agree as follows:

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 14, 2002**

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**1. Use of Premises.**

The State does hereby grant a nonexclusive easement unto Grantee solely to use, maintain, and repair, on, over, across, through and upon the Easement Area a **Road** (the "Improvement"). On or before the Expiration Date (as defined below) or earlier if this Agreement is terminated pursuant to the provisions hereof, Grantee shall at its own cost and expense, remove, or cause the removal of, all component parts of the Improvement and restore the ground to its original condition unless the parties agree otherwise in writing.

**2. Term.**

The term of this Agreement shall be for **Fifteen (15)** years, commencing on **January 1, 2002** (the "Commencement Date") and expiring on **December 31, 2017** (the "Expiration Date"), **with one additional fifteen (15) year option to renew this easement exercisable by mutual consent in writing within 90 days of the end of the first term**, unless earlier terminated pursuant to a subsequent agreement between the parties or in accordance with the provisions of paragraph 10 hereof.

**3. Consideration.**

Grantee shall pay to the **Ohio Department of Youth Services** the total sum of **One and 00/100 Dollar (\$1.00)** in consideration of the State granting the within easement.

**4. Construction/Maintenance.**

- (A) The Improvement shall be installed, constructed, reconstructed, used, operated, maintained, repaired, replaced, removed, serviced and improved in accordance with all local, state or federal laws, rules and regulations and applicable industry guidelines. If no such laws, rules, regulations or industry guidelines are applicable to the Improvement, then responsible engineering practices shall be the control.
- (B) If the surface of the ground in the Easement Area is disturbed at any time, Grantee shall provide necessary fill, re-sod or re-seed any grassed areas, and make such repairs and replacements for a period of one (1) year after the date of such disturbance as may be needed to restore the ground to its former condition or pay the State for all damages caused thereto.
- (C) The State shall be immediately notified when any installation belonging to a party other than Grantee or any unusual condition is encountered in the field.
- (D) Grantee shall prior to the commencement of any work permitted hereunder obtain and thereafter maintain, at its sole cost and expense, all licenses, permits, etc. required by law with respect to said work or the Improvement.
- (E) The State may locate, relocate, install, construct, reconstruct, maintain, operate, repair, remove, use and place property improvements in, on, over, under, across, through and upon the Easement Area, so long as the State's improvements do not unreasonably impair the strength of or unreasonably interfere with the Grantee's ability to use and maintain its Improvement.

**5. Liability.**

Grantee shall protect, indemnify and hold the State harmless, so far as permitted by law, from any claims, demands, causes, actions and damages arising out of any act, omission or neglect by Grantee or any of its successors, assigns, agents, servants, employees, contractors and subcontractors, ensuing from or in connection with Grantee's occupation and use of the Improvement or the Easement Area. Nothing contained herein shall be deemed to be a waiver by either the State or Grantee of any legal or factual defenses which the State may enjoy.

The provisions of this Paragraph 5 shall survive the expiration or termination of the term of this Agreement.

**6. Insurance.**

The State reserves the right, but has no obligation, to require Grantee to maintain, at Grantee's expense, general commercial liability insurance and to periodically review the liability limits of such insurance and may thereafter require additional coverage to be maintained. If at any time the State reasonably determines that the then required policy limits or coverages are insufficient to adequately protect the State's interests and/or do not meet current industry guidelines, the State may require an adjustment in the policy coverage and/or the limits of liability. Grantee shall have sixty



**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 14, 2002**

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(60) days following notification by the State of the new policy requirements to obtain insurance meeting such new requirements and to file with the Department of Administrative Services proof of insurance conforming to the new requirements. Failure to comply with this clause shall constitute a material breach of this Agreement.

The State reserves the right, but has no obligation, to require Grantee to maintain, at Grantee's expense, general commercial liability insurance and to periodically review the liability limits of such insurance and may thereafter require additional coverage to be maintained. If at any time the State reasonably determines that the then required policy limits or coverages are insufficient to adequately protect the State's interests and/or do not meet current industry guidelines, the State may require an adjustment in the policy coverage and/or the limits of liability. Grantee shall have sixty (60) days following notification by the State of the new policy requirements to obtain insurance meeting such new requirements and to file with the Department of Administrative Services proof of insurance conforming to the new requirements. Failure to comply with this clause shall constitute a material breach of this Agreement.

**7. Mechanic's Liens.**

(A) Nothing contained in this Agreement shall be construed as constituting the State's consent, express or implied, to or for the performance of any labor or services or furnishing of any materials for the installation, construction, reconstruction, usage, operation, maintenance, repair, replacement or improvement of the Easement Area or the Improvement or any portion thereof.

(B) Grantee shall not allow any liens or encumbrances to be filed against the Easement Area or the Property, or any portion thereof, other than (i) liens created by or resulting from any act or status of the State or failure by the State to perform any obligation not required to be performed by Grantee hereunder, or (ii) created by or resulting from any act or status or failure to act by Grantee to which the State shall have expressly consented to in writing. If such a lien or encumbrance is placed of record against the Easement Area or the Property, or any portion thereof, the Grantee shall, within thirty (30) days after receiving notice thereof, commence in a court of competent jurisdiction an action to remove or discharge same or to bond off such lien or encumbrance.

**8. Taxes/Assessments.**

If as a result of this Agreement, any taxes and/or assessments, whether general or special, ordinary or extraordinary, unforeseen or foreseen, of any kind and nature whatsoever, shall at any time during the term of this Agreement be assessed, levied, confirmed, imposed upon, or grow or become due and payable out of or in respect of, or become a lien on, the Property, the Easement Area and/or the Improvement, Grantee shall be fully responsible for and shall pay same before any fine, penalty, interest or costs may be added thereto, or become due or be imposed by operation of law for the nonpayment thereof.

**9. Assignment.**

This Agreement may not be assigned or transferred, in whole or in part, by Grantee without the prior consent of the Director of Administrative Services, which consent may be withheld for any reason. Should consent to any such assignment be granted, such assignment or transfer shall not relieve Grantee of its obligations and duties under the terms, covenants and conditions of this Agreement, and any assignee shall expressly assume, and by reason of such assignment or transfer shall be deemed as having assumed, all of the obligations and duties of Grantee hereunder.

**10. Termination.**

This Agreement may be terminated upon ninety (90) days notice given to Grantee if the Easement Area, or any portion thereof, is needed by the State for any public or quasi-public use or purpose. On or before the date stated in such notice of termination, Grantee shall, at its own cost and expense, remove, or cause the removal of all component parts of the Improvement and restore the ground to its former condition. Grantee shall have no claim against the State for the value of any unexpired portion of the original term of this Agreement.

**11. Default.**

(A) In the event any one or more of the following events shall have occurred and shall not have been remedied as hereinafter provided: (i) Grantee's failure to make any payment required to be paid by Grantee when the same shall become due and payable and the continuance of such failure for a period of fifteen (15) days after the giving of notice from the State of such failure, (ii) the Grantee's failure to perform or observe any other covenant, condition or agreement herein contained on the Grantee's part to be performed

**COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 14, 2002**

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or observed and the continuance of such failure without curing of same for a period of thirty (30) days after the giving of notice by State of such failure (provided that in the case of any default referred to in this clause (ii) which cannot with diligence be cured within such thirty (30) day period, if Grantee shall proceed promptly to cure the same default with diligence, then upon receipt by the State of a certificate from Grantee stating the reason that such default cannot be cured within thirty (30) days and stating that Grantee is proceeding with diligence to cure such default, the time within which such default may be cured shall be extended for such period as may be necessary to complete the curing of same with diligence); then, the State may, at its option, give to Grantee a notice of election to end the term of this Agreement upon the date specified in such notice, which date shall not be less than ten (10) days after the date of such notice, and upon the date specified in such notice the term of this Agreement shall expire and terminate as fully and completely and with the same effect as if such date were the date herein before fixed for the expiration of the term of this Agreement, all rights of Grantee shall expire and terminate, and Grantee shall at its own cost and expense, remove or cause the removal of the Improvements.

- (B) Upon termination of this Agreement, the State shall have the immediate right to re-enter and repossess by due process of law any portion of the Easement Area which Grantee was permitted hereby to use and occupy.
- (C) Upon the termination of this Agreement by reason of the happening of any event of default specified in this Paragraph 11, or in any other manner or circumstances whatsoever pursuant to legal process, by reason of or based upon or arising out of the occurrence of any such event of default under this Agreement, Grantee shall pay to **Ohio Department of Youth Services** all sums required to be paid by Grantee up to the time of such termination.

**12. Equal Employment Opportunity.**

Grantee agrees that during the term of this Agreement that no employee or applicant for employment by Grantee will be unlawfully discriminated against because of race, color, religion, sex, ancestry or national origin. Grantee will ensure that its employees are treated during such employment, without regard to their race, color, religion, sex, ancestry or national origin. Grantee shall comply with the provisions of any applicable affirmative action laws, rules or regulations adopted or promulgated by the State.

**13. Rights Cumulative.**

All rights and remedies of the State enumerated in this Agreement shall be cumulative and, except as specifically contemplated otherwise by this Agreement, none shall exclude any other right or remedy allowed at law or in equity, and said rights or remedies may be exercised or enforced concurrently and all obligations, rights or remedies shall survive formal termination of this Agreement.

**14. Waiver.**

The waiver by the State of, or the failure of the State to take action with respect to, any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition, or subsequent breach of the same, or any other term, covenant or condition herein contained. The subsequent acceptance of any payment hereunder by the State shall not be deemed to be a waiver of any preceding breach by Grantee of any term, covenant or condition of this Agreement.

**15. Notices, Demands or Instruments.**

All notices, demands, requests, consents, approvals and other instruments required or permitted to be given pursuant to the terms of this Agreement shall be in writing and shall be deemed to have been properly given when hand-delivered or sent by U.S. registered or certified mail, return receipt requested, postage prepaid, (a) with respect to the State, addressed to:

Ohio Department of Administrative Services  
General Services Division  
Real Estate Services  
4200 Surface Road  
Columbus, Ohio 43228-1395  
Attention: Real Estate Administrator

- (b) with respect to Agency:

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 14, 2002

Ohio Department of Youth Services  
51 North High Street, Suite 150  
Columbus, Ohio 43215  
Attention: Bureau Chief of Facilities, Land, and Equipment

and, (c) with respect to Grantee, addressed to:

Delaware County Commissioners  
101 North Sandusky Street  
Delaware, Ohio 43015

All notices, demands, requests, consents, approvals shall be deemed given when served in the manner provided above. Each party shall have the right from time-to-time to specify as its address for purposes of this Agreement any other address in the United States of America upon giving of fifteen (15) days notice thereof, similarly given, to the other party.

16. Modifications.

This Agreement may not be changed, modified or discharged except by a writing signed by duly authorized representatives of both the State and Grantee.

17. Governing Law.

This Agreement shall be governed by and interpreted under the laws of the State of Ohio. Any action or proceeding arising out of the terms of this Agreement shall be brought in a court of competent jurisdiction located in Franklin County, Ohio.

18. Headings.

The headings to the various paragraphs and exhibits to this Agreement have been inserted for reference only and shall not to any extent have the effect of modifying, amending or changing the expressed terms and provisions of this Agreement.

Vote on Motion                      Mr. Wuertz              Aye              Mrs. Martin              Aye              Mr. Ward              Aye

RESOLUTION NO. 02-66

IN THE MATTER OF APPROVING ESTIMATE AND PLAN FOR LAWRENCE ROAD BRIDGE  
REPLACEMENT AND ROAD REALIGNMENT:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the following:

Project Description

The replacement of an existing concrete slab bridge over Prarie Run with a precast reinforced concrete arch structure, including realignment and reconstruction of a total of 0.20 miles of the roadway approached to the bridge, and installation of new guardrail.

The engineer’s estimate for the project is \$227,000.00.

(Plans and Project Estimate Sheet available in the Commissioners Office)

Vote on Motion                      Mr. Ward              Aye              Mr. Wuertz              Aye              Mrs. Martin              Aye

RESOLUTION NO. 02-67

IN THE MATTER OF SETTING THE DATE AND TIME FOR THE REQUEST FOR STATEMENT  
OF QUALIFICATIONS FOR ARCHITECTURAL / ENGINEERING DESIGN CONSULTANTS  
SERVICES FOR RENOVATIONS TO THE DELAWARE COUNTY JAIL AND COUNTY SHERIFF  
ADMINISTRATIVE OFFICE:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the following:

The Delaware County Board of Commissioners wishes to receive Statements of Qualifications (SOQ) from experienced architectural/engineering firms to assist the County in the design and construction of a new County Sheriff Administrative Office and renovations to the Delaware County Jail.

The work shall involve, but not limited to, the design, bidding and other associated services of a new approximately 15,000 square foot County office building and renovation of current office space at the Delaware

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 14, 2002

County Jail.

Statements of Qualifications will be received at the Delaware County Commissioners’ Office, Attention: Mr. Dave Cannon, County Administrator, 101 North Sandusky Street, Delaware, Ohio 43015 until 12:00 noon on February 19, 2002. Five (5) copies of all submittals are to be included. Submittals pursuant to this invitation will not be received after the hour and date stated above.

Vote on Motion                      Mr. Wuertz              Aye              Mrs. Martin              Aye              Mr. Ward              Aye

RESOLUTION NO. 02-68

IN THE MATTER OF SETTING DATE AND TIME FOR THE REQUEST FOR STATEMENT OF QUALIFICATIONS FOR CONSTRUCTION MANAGEMENT SERVICES FOR RENOVATIONS TO THE DELAWARE COUNTY JAIL AND COUNTY SHERIFF ADMINISTRATIVE OFFICE:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following:

The Delaware County Commissioners wish to receive Statements of Qualifications (SOQ) from experienced construction management firms to assist the County in the construction of a new County Sheriff Administrative Office and renovations to the Delaware County Jail.

The work shall involve, but not be limited to, the construction management of an approximately 15,000 square foot office building and renovations of the current office space at the jail into expansion space. Estimated project costs are 2 million dollars. Design work is to be completed in late spring/early summer 2002. Construction is anticipated to begin in summer 2000 with a twelve month completion date.

Statements of Qualifications will be received at the Delaware County Commissioners’ Office, Attention: Mr. Dave Cannon, County Administrator, 101 North Sandusky Street, Delaware, Ohio 43015 until 12:00 noon on February 19, 2002. Five (5) copies of all submittals are to be included. Submittals pursuant to this invitation will not be received after the hour and date stated above.

Vote on Motion                      Mr. Ward                      Aye              Mr. Wuertz              Aye              Mrs. Martin              Aye

RESOLUTION NO. 02-69

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDER JENNIFER BRENTSON:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following contract.

Child Care		Basic Rates Full Time (25 Hrs. or More)	Part Time Rates	Adjustments to Basic Rates
		Rates per Hour		
Jennifer Brentson 274 Maple Drive Delaware, Ohio 43015	Infant Toddler Preschool School Age Hourly – Billing Units	\$ 2.75 \$ 2.75 \$ 2.50 \$ 2.50		

Vote on Motion                      Mrs. Martin              Aye              Mr. Wuertz              Aye              Mr. Ward              Aye

RESOLUTION NO. 02-70

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following:

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
019-0630-015	CSEA - Mat & Sup	\$ (20,000.00)
019-0630-020	CSEA - Srvs & Chrgs	\$ (23,000.00)

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 14, 2002

Vote on Motion                      Mr. Wuertz                      Aye                      Mrs. Martin                      Aye                      Mr. Ward                      Aye

RESOLUTION NO. 02-71

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND GENEALOGICAL SOCIETY OF UTAH FOR MICROFILMING:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve the following agreement.

Genealogical Society of Utah, a nonprofit corporation organized under the laws of the State of Utah in the United States of America, having a main office at 50 East North Temple Street, Suite 500, Salt Lake City, Utah 84150, and a local contract at 469 Willow Lane, Mt. Gilead, Ohio 43338 (“Society”), and Delaware County, having a Records Center at 50 Channing St. Delaware, Ohio 43015 (“Records Custodian”), represent and agree as follows:

1.

The Records Custodian authorizes the Society to duplicate certain public records on microfilm (“Filmed Records”) selected by the Society and listed below:

Probate Court Records (Case Files #1-6627) for years 1852-1900, on 65 microfilm reels.

All costs associated with this Agreement will be at the Society’s sole expense.
2.

The Society will evaluate the negative images of the Filmed Records and assess the quality of the negatives. It is understood that these Filmed Records are the best available copy. The Record Custodian authorizes the Society to replace any splices in the Filmed Records to meet the current micrographic standards of the Society. All negative images evaluations and splice repair of the Filmed Records will be at the Society’s sole expense.
3.

The Society will provide to the Records Custodian at no charge one black diazo microfilm copy of the Filmed Records. The Records Custodian may purchase from the Society (801-240-1290) additional copies of the Filmed Records, provided that the request is reasonable and customary. The Society is not to act a vendor for microfilm sales generated by the Records Custodian.
4.

The Society will store a copy of the Filmed Records in the Granite Mountain Records Vault near Salt Lake City, Utah, United States of America. The Society may reproduce, distribute, display, use and permit the use of copies of the Filmed Recorders, for nonprofit purposes, via any technology and in any medium now know or later developed. The Society may also use information from the Filmed Records to create resources such as indexes and research aids. The Society may not sell copies of the Filmed Records in any medium without the express written consent of the Recorders Custodian but may sell copies of any resources it creates from the Filmed Records such as, but not limited to, indexes and research aids created by the Society.
5.

The Society will use FedEx to ship the Filmed Records from Delaware, Ohio to Salt Lake City, Utah. The Society will also use FedEx to return the original camera negative of the Filmed Records to the Record Custodian. All shipping cost will be at the Society’s sole expense.
6.

The Records Custodian represents that it has authority to allow use of the Records as specified in this agreement. This Agreement constitutes the entire agreement between the parties. Any modifications of additions to this agreement must be in writing and signed by both parties. Either party may assign its rights under this Agreement to any successor or affiliate.

Vote on Motion                      Mr. Ward                      Aye                      Mr. Wuertz                      Aye                      Mrs. Martin                      Aye

RESOLUTION NO. 02-72

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the following:

SUPPLEMENTAL APPROPRIATIONS

FUND NUMBER:	FUND NAME:	AMOUNT:
002-1910-020	D&K - Srvs & Chrgs	\$ (400.00)
002-1920-010	D&K - Salaries	\$ (800.00)

Vote on Motion                      Mrs. Martin                      Aye                      Mr. Wuertz                      Aye                      Mr. Ward                      Aye

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 14, 2002

RESOLUTION NO. 02-73

IN THE MATTER OF CORRECTIVE ACTION OF A COUNTY EMPLOYEE:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the following:

Whereas, Mark Schlauder is an employee of EMS;

Whereas, on September 1, 1998, Mr. Schlauder was Crew Chief and driver of an emergency squad when it collided with a passenger vehicle, resulting in the death of its driver;

Whereas, the investigation of this matter has remained open pending the resolution of criminal and civil matters that have recently concluded;

Whereas, the pre-disciplinary conference required by the collective bargaining agreement covering Mr. Schlauder’s employment held on January 3, 2002;

Whereas, the Board of Commissioners has concluded that Mr. Schlauder’s conduct in the circumstances establishes cause for corrective action;

Therefore, be it resolved that Mr. Schlauder is DEMOTED from his position of Crew Chief to that of Med Tech II, and he is SUSPENDED without pay for ten (10) days (eighty (80) hours) to be served as directed by the EMS Manager.

Vote on Motion                      Mr. Ward                      Aye                      Mr. Wuertz                      Aye                      Mrs. Martin                      Aye

RESOLUTION NO. 02-74

IN THE MATTER OF APPROVING CHANGE ORDER # 1 FOR BID PACKAGE 6 (COUNTRY SIDE CONSTRUCTION) FOR THE NEW SERVICES BUILDING:

It was moved by Mr. Ward, seconded by Mrs. Martin to approve change order #1 for Bid Package 6:

Country Side Construction

Original Contract	\$ 237,168.00
Change Order	(\$ 30,570.00)
<b>Revised Contract Amount</b>	<b>\$ 206,598.00</b>

Vote on Motion                      Mr. Wuertz                      Aye                      Mrs. Martin                      Aye                      Mr. Ward                      Aye

RESOLUTION NO. 02-75

IN THE MATTER OF APPROVING TRANSFER OF FUNDS:

It was moved by Mrs. Martin, seconded by Mr. Ward to approve the following:

TRANSFER OF FUNDS

FROM:	TO:	AMOUNT:
001-0120-047 Gen Fund/Comm - Transfers	055-5510-087 Bond Retirement - Transfer-in	\$ 392,757.50
001-0120-047 Gen Fund/Comm - Transfers	055-5510-087 Bond Retirement - Transfer-in	\$ 1,260,165.00
001-0120-047 Gen Fund/Comm - Transfers	072-7210-087 Economic Development - Transfer-in	\$ 179,000.00
001-0220-047 Gen Fund/JFS - Transfers	003-4510-087 JFS - Transfer-in	\$ 200,000.00
001-0220-047	111-4530-087	\$ 800,000.00

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 14, 2002

Gen Fund/JFS - Transfers	Childrens Services - Transfer-in					
001-0910-047	075-0920-087	\$	476,455.00			
Gen Fund/Data Center – Transfer	Data Fund - Transfer-in					
040-3535-087	055-5510-087	\$	438,490.62			
Sanitary Sewer Capital Fund – Transfers	Bond Retirement - Transfer-in					
040-3535-087	055-5510-087	\$	2,497,325.00			
Sanitary Sewer Capital Fund – Transfers	Bond Retirement - Transfer-in					
040-3535-087	055-5510-087	\$	4,381,673.76			
Sanitary Sewer Capital Fund – Transfers	Bond Retirement - Transfer-in					
067-0520-047	075-0920-087	\$	3,000.00			
Del Tax/Treasurer – Transfers	Data Fund - Transfer-in					
069-2540-047	075-0920-087	\$	675.00			
Common Pleas Court Data Fund – Transfers	Data Fund - Transfer-in					
070-2680-047	075-0920-087	\$	675.00			
Juv Court Data Fund – Transfers	Data Fund - Transfer-in					
071-2730-047	075-0920-087	\$	675.00			
Probate Court Data Fund – Transfers	Data Fund - Transfer-in					
Vote on Motion	Mr. Ward	Aye	Mr. Wuertz	Aye	Mrs. Martin	Aye

Dale Wilgus-Investment Committee

RESOLUTION NO. 02-76

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PERSONNEL MATTERS:

It was moved by Mr. Ward, seconded by Mrs. Martin to adjourn into Executive Session at 9:40AM.

Vote on Motion                Mrs. Martin                Aye                Mr. Wuertz                Aye                Mr. Ward                Aye

RESOLUTION NO. 02-77

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mrs. Martin, seconded by Mr. Ward to adjourn out of Executive Session at 9:47AM.

Vote on Motion                Mr. Wuertz                Aye                Mrs. Martin                Aye                Mr. Ward                Aye

There being no further business, the meeting adjourned.

Deborah B. Martin

James D. Ward

COMMISSIONERS JOURNAL NO. 42 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 14, 2002

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Donald E. Wuertz

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Letha George, Clerk to the Commissioners