

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 14, 2005

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

Present: Glenn A. Evans, Kristopher W. Jordan, James D. Ward

PUBLIC COMMENT

RESOLUTION NO. 05-282

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 10, 2005 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the resolutions and records of the proceedings from regular meeting held March 10, 2005 as contained in the county's official electronic recordings of the proceedings.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-283

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0311 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0311:

It was moved by Mr. Ward, seconded by Mr. Evans to approve payment of warrants in batch numbers CMAPR0311, memo transfers in batch numbers MTAPR0311 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
Powerware corporation	2005 Service Agreement	21411306-5325	\$ 7,715.00
Increases			
Nextel Communications	Cell Phone Service/Del Co.	10011105-5330	\$ 10,000.00
Kathy Harper	Day Care	22411610-5348	\$ 3,000.00
Donna Teegarden	Day Care	22411610-5348	\$ 2,000.00
Presbyterian Child Welfare	Residential Treatment	22511607-5342	\$ 96,646.00
Vouchers			
Ameritas Group Dental	February Premiums	75010903-5370	\$ 16,665.04
Presbyterian Child Welfare	Residential Treatment	22511607-5342	\$ 17,584.00
Presbyterian Child Welfare	Residential Treatment	22511607-5342	\$ 7,560.00
Liberty Community Center	Day Care	22411610-5348	\$ 19,075.00
Child Care Unlimited	Day Care	22411610-5348	\$ 5,903.00

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-284

IN THE MATTER OF APPROVING THE TREASURER'S REPORT:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the Treasurer's Report.

(Copy available for review at the Commissioner's office until no longer of administrative value.)

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05 -285

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Department of Job and Family Services is requesting that Peg Watkins and Elizabeth Feliciano attend a County and State Staff Interpreter Training in Columbus, Ohio March 16-17, 2005 at no cost.

The Engineer's Office is requesting that Steve Savon attend a 503 Update for General Industry Outreach Trainers Course in Findlay, Ohio June 13-16, 2005, at the cost of \$1,143.00.

The Engineer's Office is requesting that Les Clark, Elmer Graham, Brandon Ormeroid and Randy Wilgus attend a Chainsaw Maintenance and Safety Course in Columbus, Ohio May 11, 2005, at the cost of \$160.00.

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The Engineer’s Office is requesting that Chuck Lewis, Brandon Ormeroid, and Randy Wilgus attend a Traffic signs and Pavement Marking Class in Lima, Ohio April 13, 2005, at the cost of \$195.00.

The Engineer’s Office is requesting that Jessica Piatt attend a Traffic Management of Land Development Course in Evanston, Illinois April 10-15, 2005, at the cost of \$2,478.00.

The Environmental Services Department is requesting that Ken Bruen, Ed Spiers, Larry Eley, Mark Howard, Isaac Callison, John Hickman and Dan Lenke attend an Ohio Building Code Study Course in Columbus, Ohio March 16, 2005, at the cost of \$1,845.00.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-286

SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF THE
NUCKLES #20 WATERSHED DITCH PETITION FILED BY KEN WALTON, CHARLES SHEETS AND
OTHERS:

It was moved by Mr. Evans, seconded by Mr. Ward to adopt the following resolution:

WHEREAS, on this 14th day of March, 2005, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by Ken Walton, Charles Sheets and others, petitioners, to:

- 1. Propose improvement commencing in Delaware County, Oxford Township within The Nuckles #20 Watershed and generally following but not limited to the course and termini of the existing improvement.
- 2. Generally improve the drainage, both surface and subsurface, to a good and sufficient outlet, by replacing, repairing or altering the existing improvements as required and/or creating new surface and subsurface drainage mains or laterals as requested by this petition.

WHEREAS, the proper bond has been filed with the clerk, approved, conditioned for the payment of costs of notices, plus any other incidental exp enses, except the cost incurred by the Engineer in making his preliminary reports, if the prayer of this petition is not granted, or if the petition is for any cause dismissed, unless the Board decides to pay the Engineer’s cost from the bond in accordance with Section 6131.09 of the Revised Code;

THEREFORE, BE IT RESOLVED, BY THE Board of County Commissioners, that the **9th day of May, 2005, at 1:30 PM** at the intersection of Dulin Road and Shoemaker Road be and the same is hereby fixed as the time and place for the view thereon, and

BE IT FURTHER RESOLVED, That the **1st day of August, 2005, at 7:30 P.M.** at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio be and the same is hereby fixed as the time and place for the first hearing on the petition, and

BE IT FURTHER RESOLVED, that notice of said view and hearing be given, as required by law.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05 -287

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

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following work permits:

Permit #	Applicant	Location	Type of Work
U05040	Verizon	Norton Road	Place buried cable
U05041	Verizon	S. Old State Road	Relocate pole
U05042	Verizon	Ostrander Road	Placement of cable
U05043	American Electric Power	Hyatts Road	Cross over road with primary
U05044	American Electric Power	Cheshire Road	Replace existing utility
U05045	Sprint	Stockwell Road	Place buried drops
U05046	Delco Water	Various roads	Blanket permit for waterline installations
U05047	Columbia Gas	Various roads	Blanket permit for single customer installations
U05048	Sprint	Perfect Road	Place buried cable
U05050	Columbia Gas	Africa Road	Relocate gas line

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

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RESOLUTION NO. 05 -288

SETTING BID OPENING DATE AND TIME FOR LIQUID ASPHALT, HOT MIX AND TWO MEN AND A PAVER FOR THE ENGINEER'S OFFICE:

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

Sealed bids will be accepted for Liquid Asphalt based upon unit price bids per gallon of each material and Items 301, 402 and 404 Asphalt Hot Mix materials based upon unit price per ton of material. All material items shall meet the Ohio Department of Transportation Material Specifications for 1997 and 2002 as directed. Bids will also be accepted for Two Men and a Paver, price per ton laid. Copies of General Specifications may be obtained at the office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015.

Bids for Liquid Asphalt shall be delivered price to job site at any location within Delaware County. Free unloading time and demurrage shall also be noted. Bids for Hot Mix materials and Cold Mix Materials shall be FOB plant price. Said materials to be used by the Delaware County Engineer through April 30, 2006.

Prices on all materials shall also be extended to the 18 Townships within Delaware County.

Bids will be received by the Delaware County Commissioners, at the office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015 until **10:00 a.m. April 4, 2005**, at which time said bids will be opened. Bids will be awarded at the discretion of the Delaware County Commissioners, and all bidders shall be notified accordingly.

Bids shall be submitted in a sealed envelope and marked SEALED BID FOR LIQUID ASPHALT, HOT MIX AND TWO MEN AND A PAVER.

This Invitation to Bid is hereby made a part of the specifications. The Delaware County Commissioners reserve the right to reject any and/or all bids.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05 -289

IN THE MATTER OF APPROVING A LIMITED WARRANTY DEED FOR THE TUSSIC ROAD PROJECT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND TIMOTHY D. BACKUS AND LINDA K. BACKUS, HUSBAND AND WIFE:

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

LIMITED WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS THAT: **Board of County Commissioners of Delaware County**, THE Grantor(s) herein, in consideration of the sum of **\$1.00**, to be paid by **Timothy D. Backus and Linda K. Backus, Husband and Wife**, the Grantee herein, does hereby grant, bargain, sell, convey and release, with general warranty covenants, to said Grantee, its successors and assigns forever, all right, title and interest in fee simple in the following described real estate:

PARCEL(S): 29-EL
DEL – Tussic Street Road (C.R. 108)

SEE EXHIBIT "D" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Prior Instrument Reference: Vol. 411, Page 1180, Delaware County Recorder's Office

And the said Grantor, for itself and its successors and assigns, hereby covenants with the said Grantee, its successors and assigns, that it is the true and lawful owner(s) of said premises, and lawfully seized of the same in fee simple, and has good right and full power to grant, bargain, sell, convey and release the same in the manner aforesaid; however, the Grantor covenants only with the said Grantee, its successors and assigns, that the granted premises are free from all encumbrances made by the Grantor, and that he does warrant and will defend the same to the Grantee, its successors and assigns, forever, against the lawful claims and demands of all persons claiming by, through, or under the Grantor, but against none other, and, excepting: (a) easements, restrictions, conditions and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable.

EXHIBIT D
PARCEL 29 EL
TUSSIC STREET ROAD (CR 108)

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Situated in the Township of Genoa, County of Delaware, State of Ohio, being part of Farm Lot 1, Section 3, Township 3, Range 17, U.S. Military Lands and being more particularly described as follows:

Commencing at a monument bolt found in the original centerline of Tussic Street Road, County Road 108, on the north line of Farm Lot 1; Station 99+65.06 original centerline Tussic Street Road;

Thence along said centerline, South 16°31'05", East a distance of 446.21 feet to a point Station 95+18.85;

Thence North 86°-32'-37" West a distance of 90.00 feet to a point on the new Right-of-Way line 84.49 feet left of Station 95+49.56 said point being the TRUE POINT OF BEGINNING of the lands herein conveyed;

Thence along the new Right-of-Way line South 07°-32'-38" East a distance of 15.81 feet to a point 90.14 feet left of Station 93+61.78 and being the north easterly corner of the lands conveyed to Timothy D. and Linda K. Backus as recorded in Official Record 0011 Page 0585 Delaware County Recorders Office;

Thence along the grantors southerly line and the northerly line of said Backus Line, North 86°-32'-33" West a distance of 280.38 feet to an iron pin found at the grantors southwesterly corner and a corner to 6.03 tract conveyed to John L. and Caryn J. Pacella as recorded in Deed Volume 497 Page 335 Delaware County Recorders Office;

Thence along the grantors westerly line and the easterly line of said Pacella line, North 03°-27'-27" East a distance of 150.00 feet to an iron pin found at the grantors northwesterly corner and a corner of said Pacella tract;

Thence along the grantors northerly line and the southerly line of said Pacella tract, South 86°-32'-37" East a distance of 251.12 feet to the TRUE POINT OF BEGINNING containing 0.9153 acres more or less.

This description prepared by William G. Young Registered Surveyor No. S-6109 based on a survey made by Scott JR. Lindgren of Preferred Surveying Company, Inc., Registered Surveyor No. S-7853, performed in April 2002.

The stations being the stations stipulated in the Right-of-Way plans for Tussic Street Road, (CR 108) in the Delaware County Engineer's Office.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-290

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY COMMON PLEAS COURTS FUNDS FOR JURY FOODS AND SUPPLIES IN WHICH SAID FUNDS FOR THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS AND OTHER AMENITIES FOR THE DELAWARE COUNTY PLEAS COURT JURIES ARE BUDGETED FOR SUCH AMENITIES FOR JURY MEMBERS WHILE SERVING JURY DUTY:

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

WHEREAS, The Ohio Attorney General Opinion No. 82-006 addresses the issue Expenditure Of Public Funds For Proper "Public Purpose", and

WHEREAS, The October 20, 2003, State Auditor's ruling on payment of Expenditures Of Public Funds For Proper "Public Purpose" states that for persons who are employees or non-employees of the County, the Commissioners must pre-approve expenditures for the purchase of coffee, meals, refreshments and other amenities.

WHEREAS, the Delaware County COMMON PLEAS COURT has (\$450.00 budgeted for 2005 Jury Members food, drink and amenities while jury members serve jury duty for the COMMON PLEAS COURT, The court request permission to use the funds from the 5294 food supplies account, to purchase food, drink and amenities for jury members while serving jury duty,

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. That the Delaware County Board of Commissioners hereby authorizes the use of the COMMON PLEAS COURTS funds in an amount not to exceed \$450.00, to assist in funding the purchase of coffee, meals, refreshments and other amenities for The Delaware County Jury members serving jury duty.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-291

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IN THE MATTER OF APPROVING TRANSFER OF FUNDS FOR THE DEPARTMENT OF JOB AND FAMILY SERVICES:

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

Transfer of Funds		Amount
From:	To:	
22511607-5801	22411604-4601	\$567,423.48
Children’s Services/Transfers	JFS Child Protection/Interfund Revenue	

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-292

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS KIMBERLY MILLER AND LESLIE KANNIARD:

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

Child Care		Basic Rates Full Time (25 Hrs. or More)	Adjustment to Basic Rates
Kimberly Miller 2210 St. Rt. 3, Galena, Oh 43021	Infant Toddler Preschool Schoolage	\$2.75 \$2.75 \$2.50 \$2.50	None
Leslie Kanniard 108 Columbus Ave. Delaware, Ohio 43015	Infant Toddler Preschool Schoolage	\$2.75 \$2.75 \$2.50 \$2.50	None

(A Copy of each of these contacts is available in the Commissioners’ Office until no longer of Administrative Value).

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-293

IN THE MATTER OF AMENDING THE PURCHASE OF CHILD CARE SERVICES CONTRACTS BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES A DEPARTMENT OF THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS CAROLYN CHUTE; FOX LEARNING CENTER; KIDS ACADEMY, LLC; KINDERCARE LEARNING CENTER #0999; T & J JUNIOR ACADEMY; DONNA TEEGARDEN; GRACE FAMILY DAYCARE & PRESCHOOL; DELAWARE JOINT VOCATIONAL SCHOOL AND CHILDREN’S WORLD LEARNING CENTER:

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

Carolyn Chute

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1

This amendment, effective February 18, 2005, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Carolyn Chute entered into on the 29th day of November, 2004.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$15,000 to \$30,000.

Fox Learning Center

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**AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1**

This amendment, effective February 18, 2005, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Fox Learning Center entered into on the 30th day of November, 2004.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$30,000 to \$50,000.

Kids Academy, LLC

**AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1**

This amendment, effective February 18, 2005, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kids Academy, LLC entered into on the 30th day of November, 2004.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$9,000 to \$25,000.

Kindercare Learning Center #0999

**AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1**

This amendment, effective February 18, 2005, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare Learning Center #0999 55 S. Cleveland Avenue entered into on the 30th day of November, 2004.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$5,000 to \$20,000.

T & J Junior Academy

**AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1**

This amendment, effective February 18, 2005, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and T & J Junior Academy entered into on the 30th day of November, 2004.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$26,000 to \$50,000.

Donna Teegarden

**AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1**

This amendment, effective February 18, 2005, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Donna Teegarden entered into on the 29th day of November, 2004.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$4,000 to \$15,000.

Grace Family Daycare & Preschool

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AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1

This amendment, effective February 18, 2005, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Grace Family Daycare & Preschool entered into on the 30th day of November, 2004.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$1,000 to \$7,500.

Delaware Joint Vocational School

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1

This amendment, effective February 18th, 2005, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Delaware Joint Vocational School entered into on the 30th day of November, 2004.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$3,000 to \$12,000.

Children’s World Learning Center

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1

This amendment, effective February 18th, 2005, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Children’s World Learning Center entered into on the 30th day of November, 2004.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$19,000 to \$65,000.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-294

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND LHS FAMILY AND YOUTH SERVICES AND ADVANTAGE FOSTER CARE NETWORK FOR CHILD PLACEMENT SERVICES:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the following Contracts:

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
LHS Family And Youth Services 2411 Seaman Street Toledo, Ohio 43605	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
Advantage Foster Care Network 43 E. 4 th Street Mansfield, Ohio 44902	A. Maintenance B. Administration C. Case Management D. Transportation

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	<p>E. Other Direct Services (e.g., special diets, clothing, insurance, respite care)</p> <p>F. Behavioral Healthcare</p> <p>G. Other costs - (any other cost the Agency has agreed to participate in)</p>
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(A Copy of each of these contacts is available in the Commissioners' Office until no longer of Administrative Value).

Further Be It Resolved, that the Commissioners approve the following Purchase Order Request:

Advantage Foster Care Network Residential Treatment
22511607 for \$10,000
22511608 for \$10,000

LHS Family & Youth Services for Residential Treatment
22511608 for \$9,924.64

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-295

IN THE MATTER OF APPROVING A REQUEST FOR PROPOSALS FOR SECURITY SERVICES FOR DELAWARE COUNTY BOARD OF COMMISSIONERS:

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

**PUBLIC NOTICE
REQUEST FOR PROPOSALS
Security Services
DELAWARE COUNTY, OHIO
BOARD OF COMMISSIONERS**

The complete Request for Proposals is posted on the internet and may be viewed on Delaware County's web page at <http://www.co.delaware.oh.us> under the heading Current Bids or may be obtained from Delaware County Commissioners Office, 101 N. Sandusky St. or the Delaware County Facilities Management Office, 1405 US 23 North, Delaware, Ohio during normal business hours.

The Delaware County Commissioners wish to receive proposals from providers of professional security services for meeting and events after normal business hours.

Any proposals submitted to Delaware County, Ohio are to be prepared at the submitter's expense. Delaware County reserves the right to reject any and all proposals in whole or in part. Acceptance of a proposal shall not constitute an agreement between the submitter and Delaware County. Delaware County shall have no liability whatsoever to any submitter whose proposal is not accepted.

Proposals will be received at the Delaware County Commissioners' Office, Attention: Mr. Jon Melvin, Facilities Supervisor, 101 North Sandusky Street, Delaware, Ohio 43015 until **4:00 p.m. on Thursday March 31, 2005**. Only one (1) original is to be included. Submittals pursuant to this invitation will not be received after the hour and date stated above.

Vote on Motion Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-296

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR OLDEFIELD ESTATES:

It was moved by Mr. Ward, seconded by Mr. Evans to accept the sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Oldefield Estates	3,270 feet of 8- inch sewer	26 manholes
	2,142feet of 10-inch sewer	

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-297

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IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR OLENTANGY CROSSINGS SECTION 1; OLENTANGY CROSSINGS SECTION 3 AND KELLER PINES :

It was moved by Mr. Evans, seconded by Mr. Ward to approve sanitary sewer plans for Olentangy Crossings Section 1; Olentangy Crossings Section 3 And Keller Pines for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

Vote on Motion Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 05-298

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR MURPHY PARK SECTION 5:

It was moved by Mr. Ward, seconded by Mr. Evans to accept the following Sanitary Subdivider’s Agreement:

Murphy Park Section 5

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 14TH day of March 2005, by and between ROCKFORD HOMES, as evidenced by the MURPHY PARK SECTION 5 Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$85,550.00, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 29 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

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, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$66,379.20) 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 pay the entire cost and expense of said improvements.

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 any contractor or sub-contractor 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 any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER 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, his 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.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$7,300.00, estimated to be necessary to pay the cost of plan review and inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall subtract from the above sum an amount equal to three and one-half percent (3½%) of the construction cost of the IMPROVEMENTS for plan review. The DELAWARE COUNTY SANITARY ENGINEER shall in his 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 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, as a result of charges against the same at the rate of:

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INSPECTOR \$75.00
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 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 a 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.

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.

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, "as built" drawings on 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 and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.

The SUBDIVIDER shall within thirty (30) days of completion of construction, furnish to the COUNTY an itemized statement showing the cost of IMPROVEMENTS and an Affidavit 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.

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.

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.

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-299

SETTING BID OPENING DATE AND TIME FOR NITRATE SOLUTION, FOR THE CONTROL OF HYDROGEN SULFIDE; SODIUM HYPOCHLORITE SOLUTION; FERRIC CHLORIDE SOLUTION AND EMULSION POLYMER SOLUTION FOR DELAWARE COUNTY WATER RECLAMATION SERVICES:

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

**PUBLIC NOTICE
INVITATION TO BID**

Sealed bids will be received by the Board of Commissioners, Delaware, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 at **10:00 a.m.** prevailing time on **Monday, April 18, 2005** at which time they will be publicly opened and read and the contract awarded as soon as possible for:

- 1. Nitrate Solution for the control of hydrogen sulfide,**
- 2. Sodium Hypochlorite Solution,**
- 3. Ferric Chloride Solution,**
- 4. Emulsion Polymer Solution**

for Delaware County Water Reclamation Services.

Each bid must contain the full name of every person or company interested in same, and must be accompanied by an acceptable bid bond or certified check in the amount of \$500 made payable to Delaware

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County, Ohio. Bid specifications may be obtained from Olentangy Environmental Control Center, 10333 Olentangy River Road, Powell, Ohio 43065, during normal business hours.

The County reserves the right to reject any and all bids, in whole or in part, to waive any informality in any or all bids, to accept the bid or part it deems most favorable to the County after the bids have been examined and checked, and subject to the approval of the County Commissioners. Bids shall be submitted in a sealed envelope marked "Sealed Bid for **Calcium Nitrate Solution**, or **Sodium Hypochlorite Solution**, or **Ferric Chloride Solution**, or **Emulsion Polymer Solution**. **One Solution bid per envelope**. No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-300

IN THE MATTER OF SELLING PERSONAL PROPERTY, WHICH IS NOT NEEDED FOR PUBLIC USE, OR IS OBSOLETE OR UNFIT FOR THE USE FOR WHICH IT WAS ACQUIRED BY INTERNET AUCTION:

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

- WHEREAS, Delaware County Board of Commissioners has determined that each year the county has surplus property, including motor vehicles acquired for the use of county officers and departments, and road machinery, equipment, tools, or supplies, which is not needed for public use, or is obsolete or unfit for the use for which it was acquired; and
- WHEREAS, Ohio Revised Code Section 307.12 (C) allows by resolution adopted each calendar year the sale of such property by internet auction;
- NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, declares its intent to sell such property by internet auction and adopt the following:

Delaware County
Online Surplus Property Disposition
General Guidelines

- Delaware County hereby creates the following rules pursuant to Ohio Revised Code 307.12:
1. The Delaware County Board of Commissioners has determined that surplus personal property including motor vehicles acquired for the use of County Officers and departments, and road machinery, equipment, tools, or supplies, which is not needed for the public use, or is obsolete or unfit for the use it was acquired is appropriate to be sold by Internet auction.
 3. The auctions shall be conducted on a continuous basis through accessing the Delaware County surplus property through the Delaware County website located at www.co.delaware.oh.us.
 4. The surplus property will be posted for a period of no less than 15 days, including Saturdays, Sundays, and legal holidays, but such time may be extended at the discretion of the Board or its representative in order to maximize the financial return to the County.
 5. The Board or its representative on an item-by-item basis may determine minimum price or reserve price and the terms or conditions of sale, including but not limited to requirements for pickup and/or delivery, method of payment, and payment of sales tax in accordance with applicable laws for that item. Such information shall be available on the website.
 6. The highest bid for the surplus property will prevail. However Delaware County reserves the right for its representative to withdraw the offer or cancel bids in an auction if one or more of the following circumstances apply:
 - a. It is determined that an auction shall be canceled or terminated early,
 - b. A bidder requests permission to back out of a bid,
 - c. The identity of the bidder cannot be verified, or
 - d. It is determined that a bidder is purchasing the surplus for a use contrary to the health and welfare of Delaware County or its citizens.
 7. The Board of Commissioners has contracted with GovDeals, Inc. to provide the software necessary for completing the Internet auction.
 8. The Board will advertise in a newspaper of general circulation after adoption of any resolution of its intent to sell surplus property by internet auction and will post a second notice 15 days after the publication of such first notice in the same newspaper of general circulation. In addition the County will publish in the month of January, April, July and October the existence of the online auction.
 9. The County will also post a notice of such Internet auction in a conspicuous place and on a continuous basis and in the offices of the Board of County Commissioners and the County Auditor.
 10. A notice will appear continuously on the County's website that surplus property is available through Internet auction.

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All bidders and other participants of this auction agree that they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All property is offered for sale “**AS IS, WHERE IS.**” **Board of County Commissioners of Delaware County, Ohio (Seller)** makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect, or consequential.

Description Warranty. Seller warrants to the Buyer that the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If **Seller** confirms that the property does not conform to the description, **Seller** will keep the property and refund any money paid. The liability of **Board of County Commissioners of Delaware County, Ohio** shall not exceed the actual purchase price of the property. Please note that upon removal of the property, **all sales are final**.

Personal and property risk. Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and **GovDeals** from liability therefore.

Inspection. Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the item description. Please contact the individual listed on the item description (special instructions) to schedule an inspection.

Consideration of Bid. The **Board of County Commissioners of Delaware County, Ohio** reserves the right to reject any and all bids and to withdraw from sale any of the items listed.

Buyer's Certificate. Successful bidders will receive a Buyer's Certificate by email from **GovDeals**.

Payment. Payment in full is due not later than **5 business days** from the time and date of the Buyer's Certificate. Acceptable forms of payment are:

- U. S. Currency in the exact amount of the total purchase(s) (County offices cannot provide change)
- Certified Check
- Cashiers Check
- Money Order
- Company Check (with Bank Letter guaranteeing funds – **mandatory**)

Checks shall be made payable to: **Delaware County**. Payments shall be made at the location listed in the Buyer's Certificate.

Escrow Payment. When the purchase price (of a single item or the aggregate purchase price of multiple items) totals \$5,000 or greater, the Seller may require a down payment from the winning Buyer. This non-refundable fee will be 20% of the total purchase price. When the Seller exercises this option, the Buyer will have 48-hours from the time of issuance of the Buyers Certificate, to comply with this requirement. If Buyer fails to comply with this requirement within the stated time frame, the Seller can declare Buyer in default, bar them from further bidding and have them removed from the GovDeals system. If Buyer is in default, Seller may negotiate with next closest bidder, re-list at another auction and/or pursue all legal proceedings. All monies collected in escrow, will be deducted from total monies due at time of final payment.

Removal. All items must be removed within **10 business days** from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal and any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Board of County Commissioners of Delaware County, Ohio** assume responsibility for packing, loading or shipping. Property may be removed between the hours of **9:00a.m. and 3:00p.m. , Monday through Friday**, excluding legal holidays. For additional information, please contact the individual listed on the item description (special instructions). A daily storage fee of \$10.00 may be charged for any item not removed within the 10 business days allowed and stated on the Buyer's Certificate.

Vehicle Titles. **Seller** will issue a title or certificate upon receipt of payment. Titles may be subject to any restrictions as indicated in the item description on the website. Open titles cannot be issued. **Board of County Commissioners of Delaware County, Ohio** will not issue replacement titles.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all items within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. **Seller reserves the right to reclaim and resell all items not removed by Buyer thirty (30) days from the expiration of specified removal date.**

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Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees that they have read, fully understand and accept these Terms and Conditions of Online Sales, and agree to pay for and remove the property, if the bid is accepted, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each item listed on GovDeals.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. The **Board of County Commissioners of Delaware County, Ohio** is not responsible for collection of taxes. Buyers are responsible for contacting the appropriate tax office, completing any forms, and paying any taxes that may be imposed.

Sales to Employees. Employees of the **Board of County Commissioners of Delaware County, Ohio** may bid on the property listed for auction, so long as they do NOT bid while on duty. Any officer or employee participating in the determination of certain property as surplus shall not submit a bid for *its* purchase.

Vote on Motion Mr. Evans Aye Mr. Ward Aye Mr. Jordan Aye

RESOLUTION NO. 05-301

IN THE MATTER OF APPROVING A CONTRACT WITH GOVDEALS FOR THE INTERNET AUCTION:

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

**GovDeals
Sellers Agreement**

This Agreement is between GovDeals, Inc. (“GovDeals”), a Delaware corporation having its principal place of business at 5913 Carmichael Place, Montgomery, Alabama, 36117 and Delaware County (“Client”), having its principal place of business at 101 North Sandusky Street – Delaware, Ohio 43015.

- 1.0 **Description of Services:** GovDeals provides a means for sellers to list items for sale and for potential buyers to bid upon these items via an Internet-based auction system. Although GovDeals may provide software and applications to the Client to make the listing of items easier, GovDeals is not a party to the actual sale and has no control over the listed information or the ability of the buyer and seller to complete the transaction.
- 2.0 **GovDeals Responsibilities:** In addition to the operation of an Internet auction server, GovDeals will provide the Client with the following services during the term of the Agreement:
 - 2.1 Access to a web-based application (“GovDeals Auction Server”) that will help the Client maintain information about assets and submit them to auction. The GovDeals Auction Server will:
 - 2.1.1 Accept descriptive information concerning an asset;
 - 2.1.2 Allow different auction phases based upon dates and times to be specified;
 - 2.1.3 Permit the assignment of certain buyer restrictions during each auction phase; and
 - 2.1.4 Facilitate requests for credits regarding transactions that were not completed.
 - 2.2 Training and support services to implement the GovDeals service, which will include:
 - 2.2.1 Familiarization with the nature and operation of the GovDeals Auction Server;
 - 2.2.2 Guidance in the initial entry of assets;
 - 2.2.3 Procedures for taking and posting pictures of assets; and
 - 2.2.4 Assistance in the development of an implementation plan and schedule.

At GovDeals option, training and support services will be provided either on-site or via telephone and the Internet.

 - 2.3 A customer support desk available via telephone or e-mail between the hours of 8:00 a.m. and 6:00 p.m., Eastern Time, Monday through Friday, except announced holidays.
 - 2.4 Marketing of the on-line auction service to promote use of the site by potential buyers.
- 3.0 **Client Responsibilities:** To promote a successful operation and increase the benefits from using GovDeals auction capabilities, the Client agrees to:
 - 3.1 Provide on-site support and resources required to access the GovDeals Auction Server via the Internet;
 - 3.2 Make sufficient personnel related to surplus property disposal available for training, implementation, and initial data entry;
 - 3.3 Cooperate with marketing campaigns, including providing a mailing list of prior auction customers, if available; and
 - 3.4 Utilize GovDeals Auction Server and on-line auction capabilities during the term of this Agreement by:
 - 3.4.1 Listing assets for sale on the GovDeals auction service;
 - 3.4.2 Completing sales transactions for assets sold via this service;
 - 3.4.3 Not selling through some other means any item for which it has received a winning bid via GovDeals for the specific purpose of avoiding the GovDeals fee; and

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3.4.4 Not engaging, directly or indirectly, in any activities intended to manipulate or interfere with the bidding process.

4.0 Fees: For any item that is sold as a result of posting it to the GovDeals web site, the following fees apply:

- 4.1** Where a single auction item does not yield greater than \$100,000 in a winning bid, Client agrees to pay GovDeals a fee of seven and one-half percent (7.5%) of the winning bid, but not less than \$5.00.
- 4.2** Where a single auction item yields greater than \$100,000, but does not yield greater than \$500,000 in a winning bid, Client agrees to pay GovDeals a fee of seven and one-half percent (7.5%) of the winning bid up to \$100,000 plus five and one-half percent (5.5%) of the winning bid that is in excess of \$100,000 up to \$500,000.
- 4.3** Where a single auction item yields greater than \$500,000 in a winning bid, Client agrees to pay GovDeals a fee of seven and one-half percent (7.5) of \$100,000 of the winning bid, plus a fee of five and one-half percent (5.5%) of \$400,000 of the winning bid, plus a fee of three and one-half percent (3.5%) of the amount in excess of \$500,000 of the winning bid.
- 4.4** On occasion, and apart from initial training, Clients request GovDeals to supply on-site assistance to quickly move items. At the option of the Client, GovDeals, for an additional 2 ½ % fee of each surplus item sold and upon mutual agreement, will go to the Client's site and record asset descriptions, take pictures, load assets to the auction site, and set auction dates. Assets must be arranged in such a manner as to allow GovDeals personnel access to the assets for recording descriptions and taking pictures. If assets are not arranged in the proper manner, then Client will provide personnel to assist the GovDeals representatives in arranging the assets for proper presentation. In order to exercise this option, Client must notify GovDeals in writing. This fee does not apply to assets used in the initial training of the Client and will not apply when the Client processes its own assets.

5.0 Payment:

- 5.1** GovDeals will invoice Client for fees on a periodic basis. Client agrees to remit payment to GovDeals within thirty (30) calendar days, unless an applicable prompt payment act or similar legislation specifies a different time period.
- 5.2** Client shall promptly, but not more than sixty (60) calendar days after the sale date, notify GovDeals of any transaction that was not consummated. The fees for said transaction shall be credited to the Client during the next invoice period.

6.0 Term of Agreement: This Agreement shall commence on the date it is signed by the second party to do so and will continue for a period of twelve months unless otherwise terminated upon sixty days written notice by either party. This Agreement shall be automatically extended for additional one-year periods, unless either party notifies the other in writing of its intent not to renew at least sixty days prior to the anniversary date. Either party may request a re-negotiation of the terms hereof during a period sixty days prior to the anniversary date of this Agreement. Any charges owed either party prior to terminating the agreement will remain payable

7.0 Right to Sell and Content: Client will only post items to the GovDeals auction site that the Client has the legal right to sell or dispose of to qualified buyers. Any information posted will be accurate to the best of Client's ability and not contain anything of a pornographic or objectionable nature. Client agrees to only use links to digital pictures of associated assets as provided for in the GovDeals software, and will not create links to any other site, text or other information without the written consent of GovDeals.

8.0 Online Sales - Terms and Conditions: Attached hereto are model Online Sales – Terms and Conditions for use by client. At any time during the term of this Agreement, Client may modify the Terms and Conditions. Said substitution modification must be submitted to GovDeals in writing for posting to the GovDeals auction site. The Terms and Conditions **posted to the GovDeals auction site shall not modify, amend or affect the provisions of this Agreement**

9.0 Information and Security:

- 9.1** Client agrees that GovDeals is not responsible for the accuracy of information provided to it by seller(s) and/or buyer(s). GovDeals will use reasonable efforts to protect information that is on its web site from inappropriate use and loss.
- 9.2** Client grants GovDeals a non-exclusive, non-transferable, irrevocable, and royalty-free right to exercise any copyright or publicity rights Client may have in the information it posts to the GovDeals server(s). GovDeals agrees to use this information only for its intended purpose in support of this Agreement.

10.0 Interference: Client will not use any programs, routines, or applications in connection with GovDeals that will interfere with the operation of the software or site. Specifically, the Client will only communicate with the GovDeals Auction Server by using software and applications that GovDeals provides or specifically approves in writing.

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- 11.0 Proprietary Intellectual Property Exclusivity and Confidentiality:** The proprietary Internet-based auction system, environment, and components (collectively, the “System”) provided by GovDeals under this Agreement are, and will remain, the exclusive property of GovDeals. GovDeals retains and reserves all rights to the proprietary intellectual property, including, but not limited to, all copyrights and trademarks of and to the System. GovDeals is providing the Client hereunder with a license for said System solely for its own use.
- Client may not subcontract, sell, lease, transfer, assign or otherwise share said System with any third party. Client acknowledges that the System constitutes the proprietary and confidential property of GovDeals and agrees not to directly or indirectly use, employ, divulge, disclose, transfer, or communicate to any person, firm, corporation or other entity, in any manner whatsoever, any of the System or documentation/information provided by GovDeals. In the event of termination of this Agreement, Client shall promptly return to GovDeals or at the option of GovDeals destroy, all documentation/information regarding the System.
- 12.0 Warranty Disclaimer:** GovDeals does not warrant error-free or uninterrupted use of the GovDeals service. The GovDeals web sites, services, software and applications are provided without warranty, express or implied, including, but not limited to, any implied warranties for merchantability or fitness for a particular purpose. GovDeals, its directors, officers, employees, agents and/or affiliates shall not be liable for any loss of profit and/or any direct, indirect, special, incidental or consequential damages resulting from the services offered herein.
- 13.0 Governance:** This Agreement will be governed, interpreted, construed and enforced in accordance with the laws of the State of Ohio.
- 14.0 Counterparts:** This Agreement may be executed in two or more counterparts, each of which after execution and delivery shall be deemed an original, but all of which shall constitute one and the same instrument.
- 15.0 Non-Exclusive Engagement:** This Agreement is not exclusive. The Client may utilize other disposal approaches, including traditional auctioneer services and sealed bids in addition to GovDeals services. However, it is understood and agreed that the Client will not simultaneously utilize other disposal approaches and GovDeals while an asset is listed on a GovDeals auction.
- 16.0 Entire Agreement:** This Agreement represents the entire understanding between the parties with respect to its subject matter

**Board of County Commissioners
of Delaware County
Delaware, Ohio**

Online Sales – Terms and Conditions

All bidders and other participants of this auction agree that they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All property is offered for sale “AS IS, WHERE IS.” **Board of County Commissioners of Delaware County, Ohio (Seller)** makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect, or consequential.

Description Warranty. Seller warrants to the Buyer that the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms that the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of Board of County Commissioners of Delaware County, Ohio shall not exceed the actual purchase price of the property. Please note that upon removal of the property, all sales are final.

Personal and property risk. Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and **GovDeals** from liability therefore.

Inspection. Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the item description. Please contact the individual listed on the item description (special instructions) to schedule an inspection.

Consideration of Bid. The **Board of County Commissioners of Delaware County, Ohio** reserves the right to reject any and all bids and to withdraw from sale any of the items listed.

Buyer’s Certificate. Successful bidders will receive a Buyer’s Certificate by email from **GovDeals**.

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Payment. Payment in full is due not later than **5 business days** from the time and date of the Buyer’s Certificate. Acceptable forms of payment are:

- U. S. Currency in the exact amount of the total purchase(s) (County offices cannot provide change)
- Certified Check
- Cashiers Check
- Money Order
- Company Check (with Bank Letter guaranteeing funds – **mandatory**)

Checks shall be made payable to: **Delaware County**. Payments shall be made at the location listed in the Buyer’s Certificate.

Escrow Payment. When the purchase price (of a single item or the aggregate purchase price of multiple items) totals \$5,000 or greater, the Seller may require a down payment from the winning Buyer. This non-refundable fee will be 20% of the total purchase price. When the Seller exercises this option, the Buyer will have 48-hours from the time of issuance of the Buyers Certificate, to comply with this requirement. If Buyer fails to comply with this requirement within the stated time frame, the Seller can declare Buyer in default, bar them from further bidding and have them removed from the GovDeals system. If Buyer is in default, Seller may negotiate with next closest bidder, re-list at another auction and/or pursue all legal proceedings. All monies collected in escrow, will be deducted from total monies due at time of final payment.

Removal. All items must be removed within **10 business days** from the time and date of issuance of the Buyer’s Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal and any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer’s Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Board of County Commissioners of Delaware County, Ohio** assume responsibility for packing, loading or shipping. Property may be removed between the hours of **9:00a.m. and 3:00p.m. , Monday through Friday**, excluding legal holidays. For additional information, please contact the individual listed on the item description (special instructions). A daily storage fee of \$10.00 may be charged for any item not removed within the 10 business days allowed and stated on the Buyer’s Certificate.

Vehicle Titles. Seller will issue a title or certificate upon receipt of payment. Titles may be subject to any restrictions as indicated in the item description on the website. Open titles cannot be issued. **Board of County Commissioners of Delaware County, Ohio** will not issue replacement titles.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all items within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. Seller reserves the right to reclaim and resell all items not removed by Buyer thirty (30) days from the expiration of specified removal date.

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees that they have read, fully understand and accept these Terms and Conditions of Online Sales, and agree to pay for and remove the property, if the bid is accepted, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each item listed on GovDeals.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. The **Board of County Commissioners of Delaware County, Ohio** is not responsible for collection of taxes. Buyers are responsible for contacting the appropriate tax office, completing any forms, and paying any taxes that may be imposed.

Sales to Employees. Employees of the **Board of County Commissioners of Delaware County, Ohio** may bid on the property listed for auction, so long as they do NOT bid while on duty. Any officer or employee participating in the determination of certain property as surplus shall not submit a bid for its purchase.

Vote on Motion Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-302

IN THE MATTER OF APPROVING TRANSFER OF FUNDS, AND SUPPLEMENTAL APPROPRIATIONS
FOR THE DATA CENTER FUND:

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

Transfer of Funds	AMOUNT
From:	To:

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10011102-5801	20315101-4601	
Commissioners General/Transfers	Data Center Fund/Interfund Revenue	\$5,050.00

Supplemental Appropriations

20315101-5260	Data Fund/Data Processing Equipment	\$5,050.00
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Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Aye
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RESOLUTION NO. 05-303

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 9:30AM.

Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Aye
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RESOLUTION NO. 05-304

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mr. Evans to adjourn out of Executive Session at 11:30AM.

Vote on Motion	Mr. Ward	Aye	Mr. Jordan	Aye	Mr. Evans	Aye
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There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners