

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 18, 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

- 10:00

AM

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
- 10:00

AM

Bid Opening Date And Time For The Project Known As The 2005 Road Improvement Program (50 Channing Street)

PUBLIC COMMENT

RESOLUTION NO. 05-437

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 14, 2005 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the resolutions and records of the proceedings from regular meeting held April 14, 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. 05-438

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 05-15 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR 04-15 :

It was moved by Mr. Evans, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR 04-15, memo transfers in batch numbers MTAPR 04-15 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO’s			
Global Protective Services	Building Security Workers	10011102-5301	\$ 9,276.00
Prof. Services Industries	Inspection Services	40411414-5410	\$ 40,000.00
UV Doctor	UV Lights and Bulbs	65211919-5270	\$ 5,170.00
US Postal Service	Postal Service	65211905-5331	\$ 6,000.00
Increases			
New Horizons of Columbus	Tuition	22311611-5350	\$ 7,000.00
Vouchers			
Hartford Croton Fair	Grant	10011102-5601	\$ 7,000.00
City of Dublin	Reimbursement/Sewer Charges	65211905-5319	\$ 20,620.89
Bonded Chemical	Chemicals	65211905-5290	\$ 5,276.47
CCAO SC	Gas/Utility	10011105-5338	\$ 16,596.38
BP Products	Gasoline	10011106-5228	\$ 6,919.25

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

RESOLUTION NO. 05 -439

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The EMS Department is requesting that all EMS Personnel attend a Legal Issues for Response and Living Wills Seminar at Grady Memorial Hospital May 31, 2005, at the cost of \$250.00.

The Administrative Services Department is requesting that Steve Savon attend a County Loss Control Coordinators Association Of Ohio Meeting in Belleville, Ohio April 22, 2005, at no cost.

The Prosecutors Office is requesting that Robert Vick attend a 2005 OPAA Spring Training Seminar in Columbus, Ohio April 14-15, 2005, at the cost of \$193.00.

The Prosecutors Office is requesting that Alison Skinner attend a Beyond Finding Words Conference in Golf Port, Mississippi September 12-15, 2005, at the cost of \$1,005.25.

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 18, 2005

The Economic Development Department is requesting that Dottie Brown attend a Finding the Resource Seminar in Dublin, Ohio April 20, 2005, at no cost.

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

RESOLUTION NO. 05-440

IN THE MATTER OF APPROVING THE JOB POSITION OF THE LEAD CLERK WITHIN THE CODE COMPLIANCE DEPARTMENT:

It was moved by Mr. Evans , seconded by Mr. Ward to approve the job position of the Lead Clerk within The Code Compliance Department.

(Job description on file in the Administrative Services Department).

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

RESOLUTION NO. 05-441

REQUEST FOR LETTERS OF INTEREST (LOI) AND STATEMENT OF QUALIFICATIONS (SOQ) FOR RESIDENTIAL AND COMMERCIAL PLAN REVIEW SERVICES DELAWARE COUNTY CODE COMPLIANCE:

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

PUBLIC NOTICE

Delaware County Code Compliance will receive Letters of Interest (LOI) and Statement of Qualifications (SOQ). LOI and SOQ for residential plan review of 1, 2 & 3 family dwellings for conformance with the adopted building codes and commercial plan review of non-residential buildings for conformance with the Ohio Building Code as adopted by the State of Ohio and Delaware County. The LOI and SOQ shall be submitted to Code Compliance by **5 p.m. Friday, May 6th, 2005.**

- Statement of Qualifications shall clearly indicate the following:
- Company information, history, experience and qualifications
 - Indication of available resources to perform services
 - Resumes of qualified personnel
 - State of Ohio Plan Examiner certifications (commercial only)
 - Professional references

Please direct inquiries to Fred Fowler 740-833-2201.
Letters of Interest and Statement of Qualifications shall be sent to:
Delaware County Code Compliance Attn: Fred Fowler
50 Channing St.
Delaware, Ohio 43015

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

RESOLUTION NO. 05-442

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR THE VILLAGE AT MURPHY’S CROSSING:

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

Village At Murphy’s Crossing 1,134 feet of 8-inch sewer 6 manholes

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

RESOLUTION NO. 05-443

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR MCCAMMON ESTATES SECTION 2:

It was moved by Mr. Ward, seconded by Mr. Evans to approve sanitary sewer plan for McCammon Estates Section 2 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 18, 2005

Engineer.

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

RESOLUTION NO. 05-444

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENTS FOR WEDGEWOOD PARK SECTION 2C:

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

Wedgewood Park Section 2c

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 18th day of April 2005, by and between **VIRGINA HOMES INC.** SUBDIVIDER, as evidenced by the **WEDGEWOOD PARK SECTION 2C** 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 **\$139,277**, representing the payment of fifty percent (50%) of the capacity charges then in effect, plus a Surcharge of \$2621.08 for each single family residential connection, for **25** 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 (**\$93,000**) 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 bond, certified check, irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY at the completion of construction.

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 **\$7440**, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. 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:

INSPECTOR \$75.00
CAMERA TRUCK \$150.00

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 18, 2005

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted, the SUBDIVIDER shall make an additional deposits 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:

- (1) "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.
- (2) an itemized statement showing the cost of IMPROVEMENTS
- (3) a waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

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. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 05-445

IN THE MATTER OF APPROVING AN APPLICATION FOR NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT RENEWALS FOR THE OLENTANGY ENVIRONMENTAL CONTROL CENTER:

It was moved by Mr. Ward , seconded by Mr. Evans to approve the application for National Pollutant Discharge Elimination System (NPDES) permit renewals for the Olentangy Environmental Control Center.

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

RESOLUTION NO. 05-446

IN THE MATTER OF AMENDING THE CHILD PLACEMENT SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND THE BUCKEYE RANCH, INC:

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

AMENDMENT TO CONTRACT
For
Child Placement and Related Services

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 18, 2005

AMENDMENT NO. 1

This Amendment, effective March 17, 2005, is to amend the Contract for Child Placement and Related Services between the Delaware County Department of Job and Family Services, a department of the Delaware County Commissioners, and The Buckeye Ranch, Inc., entered into on the first day of July, 2004.

- I. Article IV. Reimbursement for Placement Services: Changes the amount reimbursable under the contract from \$45,000.00 to \$52,614.00.

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

RESOLUTION NO. 05-447

IN THE MATTER OF AMENDING THE PURCHASE OF CHILD CARE SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDER KINDERCARE LEARNING CENTER #1487:

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

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

This amendment, effective February 10, 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 #1487 77 Caren Ave. 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 \$5,500 to \$22,000.

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

RESOLUTION NO. 05-448

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE COUNTY TRANSIT BOARD:

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

CONTRACT FOR TRANSPORTATION SERVICES
between
Delaware County Transit Board
and
Delaware County Department of Job and Family Services

This service contract entered into this 1st day of June, 2005 between the Delaware County Transit Board (hereafter called DCTB) and The Delaware County Department of Job and Family Services (hereafter called PURCHASER) for the purpose of providing transportation services to Individuals associated with the PURCHASER.

Whereas, DCTB has established a public transportation system to provide transportation services within Delaware County and certain points beyond the county line.

Whereas, DCTB operates under Federal Transit Authority 49 U.S.C. section 5311 for providing transportation services

Whereas, DCTB maintains a fleet of vehicles for ambulatory and non-ambulatory persons.

Whereas, DCTB drivers meet the qualifications and requirements as established by the Delaware County Transit Board.

Whereas, The PURCHASER is in need of transportation services for its customers, employees, or clients.

Notification

DCTB is a public transportation system. This contract does not provide exclusive transportation to the purchaser's clients. Individuals from the general public or other contracted clients may also at times be

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 18, 2005**

passengers in the vehicle during the transportation of the purchaser's clients.

Conditions for Transportation

DCTB reserves the right to exclude any individual for unacceptable behavior or other reasons that DCTB administration determines may cause an unsafe transportation environment.

Term

The term of this contract shall be for a period commencing June 1, 2005 and will end May 31, 2006. Either party may terminate this contract by giving the other party hereto written notice thirty (30) days prior to the effective date of such termination.

Amendments

This contract may be modified at the agreement of both parties. Any changes will be written addendums and will become a part of this contract.

Services

The scope of services shall be for demand response transportation services to be provided based upon authorization provided by the PURCHASER. Additional services as defined may be rendered at an additional charge.

DCTB shall:

- Provide transportation service on a pre-arranged schedule within DCTB's operating days, times, service area, and established rules.
- Provide demand response transportation service.
- Schedule transportation based on the PURCHASER'S authorization and availability of DCTB vehicles.
- Consult with the appropriate staff on transportation issues concerning individual clients
- Keep accurate records and send invoices and detail of services provided and charges to the PURCHASER at least monthly.
- Maintain adequate insurance on all vehicles.
- Maintain vehicles and equipment in good operating order.
- Immediately notify the PURCHASER's designee of any accident or incident no matter how minor that involves an individual covered by this contract.
- Drivers will ensure that all wheelchairs are tied down.

The PURCHASER shall:

- Provide authorizations for individuals requiring transportation service. The authorization will include the name(s) of the person(s) to be transported, the origin point, the destination point, the date and time the transportation is to occur, and any other special instructions or special services that are needed.
- Provide both telephonic and written confirmation of any changes to the authorization at least 24 hours in advance of effective change.

Additional Services:

For Demand Response service, DCTB may provide additional services within DCTB's policies such as but not limited to:

- a) Wait Time (beyond DCTB's policy of scheduled time)
 - i) At origin point
 - ii) At destination point
- b) Rider assistance in excess of immediate boarding or alighting vehicle
- c) Destination Notification or rider arrival (medical facilities, care providers, daycare centers, etc.)
 - i) NOTE: This service requires through the door assistance. DCTB's policy prohibits through the door service at any private residence.
- d) Any actual time incurred as a result of the necessity for the driver to leave the vehicle.
- e) Other services on an individual basis as agreed by DCTB and the PURCHASER.

The PURCHASER shall notify DCTB of any special service required and authorized, and a maximum time limit for the service.

Compensation:

The purchaser will pay DCTB for service at the rates identified below:

Standard Rates

- Demand Response: (for each six-month period)

0 to 15,000 contract miles	\$ 1.80 per loaded mile
----------------------------	-------------------------

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 18, 2005

15,000 to 25,000 contract miles	\$ 1.50 per loaded mile
Greater than 25,000 contract miles	\$ 1.00 per loaded mile
Minimum per trip	\$10.00

NOTE: Minimum mileage for each six-month period of the contract term will be 15,000 miles.

Premium Service Charges

- Dead Runs / No Shows \$10.00 per trip request
- Additional Door to Door Transportation \$ 7.00 per trip
- Other Additional Special Passenger Assistance \$ 7.00 per trip
- Childcare drop-off and pickup \$ 7.00 per trip
- Additional Service Time Charge: \$9.50 per fifteen-minute unit or portion of unit

NOTE: These rates are subject to change due to requirements which state that DCTB must charge a fully allocated cost for contracted transportation services. If a change is necessary, DCTB will notify the purchaser 45 days before the change occurs.
Disputes on invoices should be directed to DCTB’s Administrative Manager. The remaining portion of the invoice will be paid according to the terms previously described.

Hold Harmless Clause:

DCTB shall hold the PURCHASER free and harmless from any injury or damage resulting from the negligent or faulty performance of DCTB and shall make good any loss, damage, or injury due to DCTB negligence without loss to the PURCHASER.

Insurance:

Provider agrees to contract for insurance up to \$1,000,000 per occurrence and name DCDJFS and Delaware County as an additional insureds on the insurance policy.

Agency Contacts:

Questions concerning this contract or the services described herein should be directed to DCTB’s Executive Director and the PURCHASER’S Assistant Director

Non-discrimination Clause:

It is the policy of DCTB that services, employment, and access to facilities shall be provided to all otherwise eligible individuals without regard to race, color, religion, sex, handicap, national origin, sexual orientation and age. Parties contracting with the Delaware County Transit Board agree to the provisions of the above non-discrimination policy which shall apply equally to the parties of the contract and shall become effective with the signing and dating of this contract.

Savings Clause:

If any portion of this contract is deemed illegal due to conflict with state or federal law, the remainder of the contract shall remain in full force and effect.

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

RESOLUTION NO. 05-449

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

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

Transfer of Appropriation		AMOUNT
From	To	
22511607-5350	22511607-5215	\$5,000.00
Children’s Services/Human Services	Children’s Services/Program Supplies	

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

RESOLUTION NO. 05-450

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 18, 2005

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

Julie Bates with the Department of Job and Family Services will be promoted from an Income Maintenance Worker III to a Social Service Worker II; effective date may 23, 2005.

Jena Dickman with the Department of Job and Family Services is revising her resignation date to April 15, 2005.

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

RESOLUTION NO. 05-451

IN THE MATTER OF RECOGNIZING NATIONAL VOLUNTEER WEEK:

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

Whereas, April 17-23 is National Volunteer Week; and

Whereas, several community programs rely on the time, talent and energy donated selflessly by local volunteers; and

Whereas, the Juvenile Court T.E.A.M. Mentor program provides positive adult leadership and stability for troubled youth; and

Whereas, the Juvenile Court M.O.M.S. program provides necessary adult interaction, advice and mentoring to pregnant teens and teen mothers; and

Whereas, the Probate Court Volunteer Guardianship Program provides compassionate assistance and guidance to elderly citizens in need of assistance;

Now, therefore, the Delaware County Commissioners hereby declare that April 17-23, 2005 is National Volunteer Week in recognition of the contributions of all those who volunteer their energies for the betterment of Delaware County.

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

RESOLUTION NO. 05-452

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 AND LAND ACQUISITION:

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

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

RESOLUTION NO. 05-453

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 9:50 AM.

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

RESOLUTION NO. 05-454

IN THE MATTER OF APPROVING A PURCHASE AGREEMENT WITH THE DELAWARE LODGE NO. 76 BENEVOLENT AND PROTECTIVE ORDER OF ELKS OF THE UNITED STATES OF AMERICA FOR THE PURCHASE OF THEIR BUILDING AT 110 NORTH SANDUSKY STREET

It was moved by Mr. Evans and seconded by Mr. Jordan to approve the following agreement:

PURCHASE AGREEMENT

The Delaware Lodge No. 76 Benevolent and Protective Order of Elks of the United States of America, a nonprofit corporation organized under the laws of the State of Ohio, of 110 N. Sandusky Street, Delaware, Ohio (the “Seller”), agrees to sell and convey to the Delaware County Board of Commissioners, of 101 N. Sandusky Street, Delaware, Ohio, a political subdivision of state of Ohio (the “Buyer”) and Buyer agrees, to buy, from the Seller the property described below (collectively, the “Property”), subject to the terms and conditions of this Purchase Agreement (the

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 18, 2005**

“Agreement”).

1. Property Description

The Property is the real property, improvements and fixtures located a 110 N. Sandusky Street, which is described more particularly on Exhibit A that is attached hereto, together with all leases, contracts, and intangibles related to the Property that are specified on Exhibit B that is attached hereto.

2. Purchase Price

The total purchase price will be \$393,000.00. The sum of \$393,000.00, less the Escrow Deposit (as hereinafter defined) will be paid in cash by Buyer to Seller at Closing (as hereinafter defined).

As earnest money to bind this sale, Buyer will deposit with The Delaware Title Agency Title Company, as escrow agent (“Title Company”) the sum of \$5,000.00 to bind Seller’s obligation under this Agreement (said sum being hereinafter referred to as the “Escrow Deposit”). In the event Buyer breaches or defaults in its obligations hereunder, Seller may retain the full amount of the Escrow Deposit and cancel the Agreement, or may seek any alternative or additional remedies it may have at law or in equity. Seller. In the event Seller breaches or defaults in its obligations hereunder, Buyer may cancel the Agreement or may seek any alternative or additional remedies it may have at law or in equity and the full amount of the Escrow Deposit will be returned to Buyer.

3. Title and Survey Approval

Seller will cause to be furnished to Buyer within thirty (30) business days following the execution of this Agreement (a) a current commitment from the Title Company showing title to the Property to be good and indefeasible and vested solely in Seller; (b) a copy of and every document referred to in exceptions shown in the title commitment (c) a current ground survey and field note description of the Property prepared and certified by a licensed surveyor reasonably acceptable to Buyer; and (d) all documentation in the Seller’s possession directly concerning the current ownership of the Property. Within 10 business days following the Buyer’s receipt of the documents referred to in the preceding sentence, the Buyer shall notify the Seller in writing of any liens, encumbrances, easements or conditions shown therein that are objectionable to the Buyer. If so notified, the items that are objectionable will be removed by the Seller on or before the Closing Date (as hereinafter defined). If the Seller is unable to remove such items, this Agreement shall be null and void and all funds and documents previously delivered to the parties or deposited into escrow shall be returned to the respective parties who delivered or deposited such funds or documents, and there shall be no further liability between the parties.

4. Inspections

The Buyer will have until sixty (60) days following the Effective Date of this Agreement, which date the Buyer and Seller may extend by mutual agreement (the “Approval Date”) to complete a due diligence review of the Property, which includes those inspections of the Property and third-party reports set forth in the Agreement and other information and documents reasonably requested by Buyer relating to the Property.

The Buyer may engage a consulting engineering firm to inspect the Property, which inspection shall include an examination thereof for any asbestos-containing materials. The cost of this engineering inspection will be paid for by the Buyer. To facilitate inspections prior to the Approval Date, the Seller will make available all books, records and financial documents, planning and zoning documents and approvals, all environmental or soil or other construction tests for the property, together with all other documents reasonably requested by the Buyer, for the Buyer’s examination.

The Seller will cooperate with the Buyer in providing access to the Buyer’s engineers, analysts and appraisers, at the Buyer’s sole expense, to conduct the inspections of the Property prior to the Approval Date. The inspections will not disturb the use of the Property by the Seller, and the Buyer will be responsible for any damages caused by inspections.

On or before the Approval Date, the Buyer will either: (i) notify Seller that it accepts the Property and place into escrow the Escrow Deposit subject only to the remaining conditions stated in this Agreement, or (ii) or, in the event Buyer is not satisfied with the condition of the Property, advise the Seller of any problems (subject to the following sentence) with respect to the Property that need to be addressed, in which case, unless the parties can reach a satisfactory resolution within thirty (30) days after the date of notification, Buyer may elect to: (a) resolve these problems, and will give Seller notice of its election in this regard and the reasonable cost of such resolution being subtracted from the Purchase Price, or (b) give Seller written notice of its intent terminate this Agreement. Notwithstanding the foregoing, after the thirtieth (30th) day following execution of this Agreement and up to the Approval Date, Buyer may exercise its rights under the foregoing sentence only in the event that Buyer is not, in good faith, satisfied with the condition of the Property as disclosed by its inspections and tests contemplated by this Section 4 and may not exercise said rights with respect to any cosmetic or non-material conditions. In the event that Buyer proceeds under the foregoing sentence, it shall provide Seller, along with the notice contemplated hereby, a written copy of the inspections, tests and/or reports specifying the unsatisfactory conditions. Upon

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 18, 2005**

Buyer's receipt of a termination notice under this Section 4, the Agreement will terminate with no further liability on the part of either party, and Buyer will receive the return of the Escrow Deposit.

5. Closing

The closing will be on March 31, 2006, or such earlier date as may be agreed by the parties (the "Closing Date"); provided that in the event that the Seller is unable to obtain necessary approvals from the City of Delaware or other governmental authorities for the building of its new facility on a timely basis, the parties will, in good faith negotiate to extend the Closing Date for a reasonable period.

6. Closing Deliveries

6.1 The possession of the Property will be delivered to Buyer at closing. Buyer shall deliver to Seller the purchase price in cash, as contemplated by Section 2.

6.2 The following documents will be signed and delivered at Closing:

- A. The conveyance of good and marketable title to the Property by special warranty deed, free and clear of all encumbrances; other than: (i) those easements, restrictions, reservations, encroachments, public rights-of-way and other conditions of record, and (ii) zoning, building or other governmental laws, regulations or ordinance applicable to the Property.
- B. At the Seller's expense, an ALTA Form B extended coverage owners title insurance policy issued in accordance with the title commitment that has been accepted by the Buyer.
- C. Evidence that the Seller is authorized to sell and the Buyer is authorized to purchase the Property.
- D. Appropriate indemnifications from the Seller regarding claims, liabilities, environmental matters and litigation, to the extent that matters relate to the operation of possession of the Property prior to Closing.
- E. An assignment of all permits, licenses and similar items affecting the Property
- F. Pay-off letters and appropriate discharges and releases for any liens encumbering the Property; and
- G. Tax certificates showing no delinquent taxes owing on the Property.

7. Conditions Precedent.

7.1 As conditions precedent to Buyer's obligation to purchase the Property and to perform its other obligations at Closing:

- A. Seller shall have removed those items affecting the title to the Property that Buyer has objected to pursuant to Section 3.
- B. Seller's representations and warranties set forth in Section 8 shall be true and correct in all material respects
- C. Seller shall tender or cause to be tendered all of the items required to be tendered by Seller under Section 6.2A-E.

7.2 As conditions precedent to Seller's obligation to exchange the Property and to perform its other obligations at Closing

- A. Buyer shall tender or cause to be tendered to Seller the evidence required under Section 6.2C.

8. Seller Covenants

8.1 From and after the execution of this Agreement and until the Closing, Seller will (i) use reasonable efforts to perform all of its obligations of this Agreement; (ii) maintain and keep the Property in at least as good a repair, condition and working order as it is at Effective Date of this Agreement (as set forth in Section 11), ordinary wear and tear excepted (iii) maintain such insurance policies for the Property that are reasonably acceptable to the Buyer; and (iv) manage the Property in a reasonable, diligent and prudent manner.

**COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 18, 2005**

- 8.2. From and after the execution of this Agreement and until the Closing, Seller will not, without the prior written consent of Buyer, do any of the following: (i) enter into an agreement or arrangement assigning, selling, mortgaging, pledging or subjecting to any lien or encumbrance any of the Property; (ii) incur or agree to incur any obligation or liability affecting the Property; (iii) lease or rent any of the Property, or (iv) breach, terminate or modify, or agree to breach, terminate, or modify any existing contract or agreement relating to the Property and which will remain in effect as to the Property after the Closing, except those terminations or modifications in the ordinary course of business or in connection with the consummation of this Agreement.
- 8.3. Seller agrees that on the date that the Buyer obtains possession of the Property, the Property will be in the same condition as of the date of this Agreement, except for ordinary wear and tear. Seller will retain risk of loss on the Property until Closing and maintain such insurance on the Property as is in place of the date hereof, which insurance shall be to the reasonable satisfaction of the Buyer. If, prior to the Closing, the Property is damaged or destroyed by fire, vandalism or other casualty, and the Property is not restored to its original condition by the Seller, the Buyer will have the option of either: (i) purchasing the Property hereunder with no adjustment to the Purchase Price and having assigned to it Seller's right, title and interest in the insurance policy proceeds applicable to the Property, or (ii) terminating this Agreement by written notice to the Seller, upon which the Escrow deposit will be returned to the Buyer. Further, if prior to the Closing: (a) Seller breaches any condition of such insurance policy and as a result thereof, coverage is thereunder materially affected; or (b) Seller's insurance carrier cancels, reduces or does not renew said coverage, Buyer may, at its option, terminate this Agreement by written notice to the Seller, upon which the Escrow deposit will be returned to the Buyer.
- 8.4. Buyer acknowledges that Seller may vacate the Property if its new facility is completed prior to the Closing Date and agrees that the act of vacating the Property will not constitute a breach of any of the warranties or covenants of Seller set forth herein.
- 8.5. Seller will, on or before the Effective Date of this Agreement (as set forth in Section 11), notify applicable law, including but not limited to, providing Buyer with a copy of the Residential Property Disclosure Form required pursuant to Ohio Revised Code Section 5302.30.
- 8.6. Seller will seek approval from the membership of Delaware Lodge 76 and the Grand Lodge of the Benevolent and Protective Order of Elks of the transaction contemplated hereby (the "Seller Approvals") and shall inform Buyer as to whether such Seller Approvals have been obtained on or before the Approval Date. If such Seller Approvals have not so been obtained by said date, then this Agreement shall be null and void and all funds and documents previously delivered to the parties or deposited into escrow shall be returned to the respective parties who delivered or deposited such funds or documents, and there shall be no further liability between the parties and Buyer shall reimburse Seller for the costs incurred by Buyer in undertaking the testing and inspections contemplated by Section 4.
9. Sales Expenses To Be Paid in Cash at or Prior to Closing
- A. Seller will pay at closing tax statements; one-half of any escrow fee, and other expenses stipulated to be paid by Seller under other provisions of this Agreement, the full cost of title insurance and deed preparation; the costs relating to any lease or contract assignment; and any applicable transfer tax. As Buyer is a government entity that is not subject to taxation, Seller also will be responsible for all pre-Closing taxes on the Property, even if those taxes come due after the Closing Date.
- B. Buyer will pay at closing for one-half of any escrow fee and the cost of transfer and recordation of title, if any.
10. Default
- If either party fails to comply with its covenants under this Agreement, the other party may terminate this Agreement and seek, such other relief as may be provided by law and equity.
11. Effective Date
- The Effective Date of this Agreement will be deemed to be that date on which the Title Company receives this fully executed Purchase Agreement.
12. Broker's Fees

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 18, 2005

Each party will be responsible for its own broker’s fees or commissions.

13. Agreement of the Parties

This Agreement contains the entire agreement of the parties and cannot be changed except by their written agreement.

14. Binding Effect

This Agreement will be binding on an inure to the benefit of the parties and their heirs, executors, legal administrators, successors and assigns.

15. Notices

All notices will be in writing and effective on receipt if by hand delivery, on the next following business day if mailed by reputable overnight carrier with verifiable confirmation procedure, or on mailing if mailed by certified mail, return receipt requested, and addressed as follows:

Seller: James R. Baum, Trustee Chairman
Delaware Lodge No. 76
110 North Sandusky
Delaware, Ohio 43015

Buyer: Delaware County Commissioners
101 North Sandusky St.
Delaware, Ohio 40315

16. Assignment

This Agreement is not assignable or transferable by the Seller, and the Seller will not pledge, mortgage or otherwise collaterally assign its interest under this Agreement.

17. Multiple Counterparts

This Agreement may be executed with any number of counterpart signature pages.

Resolution Includes the approval of a Purchase Order and Voucher to The Delaware Lodge No. 76 Benevolent and Protective Order of Elks of the United States of America for 40111402-5410 \$5000.

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

RESOLUTION NO. 05-455

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. Ward to adjourn into Executive Session at 9:30 AM.

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

RESOLUTION NO. 05-456

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 10:23 AM.

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

Prosecutor Session April 19, 2005

RESOLUTION NO. 05-457

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PENDING LITIGATION:

It was moved by Mr. Ward, seconded by Mr. Evans to adjourn into Executive Session.

COMMISSIONERS JOURNAL NO. 46 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 18, 2005

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

RESOLUTION NO. 05-458

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.

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

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners