

COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 8, 2005

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

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

PUBLIC COMMENT

Commissioner Evans and Commissioner Ward spoke about the local U.S. Marine Sgt Justin Hoffman who died in Iraq this past week.

RESOLUTION NO. 05-1044

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS085:

It was moved by Mr. Evans, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR085, and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
<b>PO's</b>			
Northwestern Ohio Security	Cameras and Installation	40111402-5410	\$ 10,046.34
Buildmor Inc.	Diesel Tank Repair	40111402-5410	\$ 10,124.00
Hill Black Top	Blacktop Repair	40111402-5328	\$ 6,014.00
<b>Increases</b>			
Architecture	Plan Reviewers	10011301-5301	\$ 2,500.00
RD Zande	Plan Reviewers	10011301-5301	\$ 6,500.00
Englefield Oil	Diesel Fuel	10011106-5228	\$ 20,000.00
<b>Vouchers</b>			
AEP	Electric Scioto Reserve	66011913-5338	\$ 5,582.02
Bovis Lend Lease	Construction Management	40411414-5410	\$ 33,300.74
Bovis Lend Lease	Construction Management	40411414-5410	\$ 27,041.25
Boys Village	Residential Treatment	22511608-5342	\$ 6,520.00
Boys Village	Residential Treatment	22511607-5342	\$ 42,965.54

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

RESOLUTION NO. 05 -1045

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Child Support Enforcement Agency is requesting that Susan Brown attend an Office of Child Support Executive Leadership Committee Meeting at Mohican State Park, September 19-20, 2005, at the cost of \$75.00.

The Child Support Enforcement Agency is requesting that Susan Brown, Joyce Rhodes, Christine Dobrovich, Paula McConaghy, Jennifer Franklin, Bridgette DeCastro, Brett Bratton, Wendy Shannon, Kelly Mills, Laura Marianek, and Deb Duke attend a Child Support Training Conference in Columbus, Ohio August 29-30 at no cost.

The Department of Job and Family Services is requesting that Jennifer Palla and Chad Richardson attend a Job and Family Symposium for Supervisors in Columbus, Ohio September 21-22, 2005, at the cost of \$263.50.

The Emergency Services Department is requesting that Patrick Brandt participate in an on-line Radio Systems Overview course at the cost of \$198.00.

The Emergency Services Department is requesting that Andrew Sapp attend an EMS Heart Lecture September 27, 2005, at the cost of \$90.00.

The Code Compliance Department is requesting that Duane Matlack and Fred Fowler attend a Floodplain Management in Ohio Conference in Columbus, Ohio August 31- September 1, 2005, at the cost of \$285.00.

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

RESOLUTION NO. 05-1046

IN THE MATTER OF APPROVING A PETITION FROM THE CITY OF DELAWARE TO CHANGE THE

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**BOUNDARY LINES OF DELAWARE CITY TOWNSHIP TO MAKE THE BOUNDARIES OF LAND ANNEXED TO CITY OF DELAWARE WITH RESOLUTION 02-1538 (308.858 ACRES FROM BERLIN TOWNSHIP TO THE CITY OF DELAWARE) COTERMINOUS WITH THE CORPORATE BOUNDARIES OF THE CITY OF DELAWARE:**

It was moved by Mr. Evans, seconded by Mr. Ward that pursuant to a petition from the City of Delaware, Ohio and in conformity with the mandate of the Ohio Revised Code that the boundaries of Delaware City Township annexed to the City of Delaware by their Ordinance 03-43 (308.858 acres from Berlin Township To The City Of Delaware) be hereby changed to be coterminous with the corporate boundaries of the City of Delaware.

Further, the Clerk shall transmit copies of this Resolution to the County Auditor, County Recorder, County Engineer’s Map Department and the Delaware Board of Elections along with description and map.

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

**RESOLUTION NO. 05-1047**

**IN THE MATTER OF APPROVING A PETITION FROM THE CITY OF DELAWARE TO CHANGE THE BOUNDARY LINES OF DELAWARE CITY TOWNSHIP TO MAKE THE BOUNDARIES OF LAND ANNEXED TO CITY OF DELAWARE WITH RESOLUTION 99-358 (421.09 ACRES FROM LIBERTY AND DELAWARE TOWNSHIPS TO THE CITY OF DELAWARE AS DIRECTED BY JUDGE RICHARD M. MARKUS) COTERMINOUS WITH THE CORPORATE BOUNDARIES OF THE CITY OF DELAWARE:**

It was moved by Mr. Evans, seconded by Mr. Ward that pursuant to a petition from the City of Delaware, Ohio and in conformity with the mandate of the Ohio Revised Code that the boundaries of Delaware City Township annexed to the City of Delaware by their Ordinance 00-41 (421.09 acres from Liberty and Delaware Townships To The City Of Delaware) be hereby changed to be coterminous with the corporate boundaries of the City of Delaware.

Further, the Clerk shall transmit copies of this Resolution to the County Auditor, County Recorder, County Engineer’s Map Department and the Delaware Board of Elections along with description and map.

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

**RESOLUTION NO. 05-1048**

**IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE SHERIFF’S OFFICE:**

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

Transfer of Appropriation		AMOUNT
From	To	
10031303-5001	10031303-5450	
Sheriff Jail/Compensation	Sheriff Jail/Machinery & Equipment	\$29,475.00
10031303-5001	10031303-5325	
Sheriff Jail/Compensation	Sheriff Jail/Maintenance Contract	\$8,653.00
10031303-5001	10031303-5333	
Sheriff Jail/Compensation	Sheriff Jail/Installation	\$1,800.00

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

**RESOLUTION NO. 05-1049**

**IN THE MATTER OF APPROVING DITCH MAINTENANCE PETITIONS FOR TARTAN FIELDS PHASE 20A; TARTAN FIELDS PHASE 21 AND THE PRESERVE AT SELDOM SEEN:**

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

**Ditch Maintenance Petition- Tartan Fields Phase 20a**

We the undersigned owners of 22.851 acres in Concord Township, Delaware County, Ohio propose to create a subdivision known as **Tartan Fields Phase 20a**. Seen as evidenced by the attached subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). These plats have been or will be approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the

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County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the **Tartan Fields Phase 20a** Subdivision.

The cost of the drainage improvements is \$120,910.40 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in this subdivision and for the benefit of future lots. Thirty (30) lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$3,666.43 per lot. An annual maintenance fee equal to 2% of this basis \$73.33 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$2,199.86 has been paid to Delaware County.

Easements to provide for the maintenance of the improvements have been provided on the plat.

**Ditch Maintenance Petition- Tartan Fields Phase 21**

We the undersigned owners of 32.953 acres in Concord Township, Delaware County, Ohio propose to create a subdivision known as **Tartan Fields Phase 21** seen as evidenced by the attached subdivision plats (Exhibit "A" which is available at the County Engineer's Office). These plats have been or will be approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the **Tartan Fields Phase 21** Subdivision.

The cost of the drainage improvements is \$328,737.20 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the 53 lots being created in this subdivision. This Subdivision also shares the benefit (cost) of drainage improvements constructed in a previous phase. Fifty-three (53) lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$5,882.15 per lot. An annual maintenance fee equal to 2% of this basis \$117.64 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$6,235.08 has been paid to Delaware County.

Easements to provide for the maintenance of the improvements have been provided on the plat.

**Ditch Maintenance Petition- The Preserve At Seldom Seen**

We the undersigned owners of 44.28 acres in Concord Township, Delaware County, Ohio propose to create a subdivision known as **The Preserve At Seldom Seen** as evidenced by the attached subdivision plats (Exhibit "A" which is available at the County Engineer's Office). These plats have been or will be approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of The **Preserve At Seldom Seen** Subdivision.

The cost of the drainage improvements is \$266,946.90 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of 39 lots

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being created in this subdivision. 39 lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$6,844.79 per lot. An annual maintenance fee equal to 2% of this basis \$136.90 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$5,338.94 has been paid to Delaware County.

Easements to provide for the maintenance of the improvements have been provided on the plat.

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

**RESOLUTION NO. 05-1050**

**IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR MCCAMMON ESTATES  
SECTION 3 AND MCCAMMON ESTATES SECTION 4:**

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

**McCammon Estates Section 3**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** executed on this 8<sup>th</sup> day of August, 2005 between **M/I HOMES OF CENTRAL OHIO**, as evidenced by the **MCCAMMON ESTATES SECTION 3** Subdivision Plat to be 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 to wit:

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 as shown in the Engineer's Estimate approved 7/20/05, 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 or 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 actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method 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 year from the date on which this **AGREEMENT** is executed 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 plans and specifications and shall have the 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.

**ROADWAY AND STORM DRAINAGE**

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **FIFTY THOUSAND ONE HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent testing laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

**Upon the completion of construction**, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workman-ship for a period of **one year**. Said **SUBDIVIDER'S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance to the **Ohio Department of Transportation Specifications**.

**Acceptance of the roads and drainage structures** in said subdivision into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **SUBDIVIDER'S** maintenance responsibility as described above shall be completed upon formal

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acceptance by the **COUNTY COMMISSIONERS**.

**Any snow or ice removal or other safety requirements deemed necessary by the County Engineer** during the period of construction or maintenance shall be the responsibility of the **SUBDIVIDER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

**CONSTRUCTION**

The **SUBDIVIDER** shall, within thirty (30) days following the completion of construction and prior to final acceptance, furnish to **Delaware County**, as required, "as built" drawings of the improvements, which plans shall become the property of the **County** and remain in the office of the **Delaware County Engineer**.

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 material incident to said construction of improvements.

The **SUBDIVIDER** shall obtain all other necessary utility services incident to the construction of the 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 **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO**, hereby grants the **SUBDIVIDER** or his agent, the right and privileges to make the improvements stipulated herein.

**McCammon Estates Section 4**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** executed on this 8<sup>th</sup> day of August, 2005 between **M/I HOMES OF CENTRAL OHIO**, as evidenced by the **MCCAMMON ESTATES SECTION 4** Subdivision Plat to be 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 to wit:

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 as shown in the Engineer's Estimate approved 7/20/05, 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 or 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 actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method 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 year from the date on which this **AGREEMENT** is executed 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 plans and specifications and shall have the 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.

**ROADWAY AND STORM DRAINAGE**

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **THIRTEEN THOUSAND FOUR HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent testing laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

**Upon the completion of construction**, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workman-ship for a period of **one year**. Said

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**SUBDIVIDER’S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer’s** satisfaction. All work is to be done in accordance to the **Ohio Department of Transportation Specifications**.

**Acceptance of the roads and drainage structures** in said subdivision into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **SUBDIVIDER’S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

**Any snow or ice removal or other safety requirements deemed necessary by the County Engineer** during the period of construction or maintenance shall be the responsibility of the **SUBDIVIDER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

**CONSTRUCTION**

The **SUBDIVIDER** shall, within thirty (30) days following the completion of construction and prior to final acceptance, furnish to **Delaware County**, as required, “as built” drawings of the improvements, which plans shall become the property of the **County** and remain in the office of the **Delaware County Engineer**.

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 material incident to said construction of improvements.

The **SUBDIVIDER** shall obtain all other necessary utility services incident to the construction of the 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 **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO**, hereby grants the **SUBDIVIDER** or his agent, the right and privileges to make the improvements stipulated herein.

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

**RESOLUTION NO. 05-1051**

**IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR HARVEST WIND PHASE 7, SECTION 2, PART 2:**

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

**Harvest Wind Phase 7, Section 2, Part 2**

The roadway construction has been completed for the referenced subdivision and, as the results of The Engineer’s recent field review, he has determined that minor remedial work will be required during the 2006 construction season.

In accordance with the Subdivider’s Agreement, The Engineer recommends that the maintenance bond be set at **\$24,700** for the duration of the one year maintenance period. A Bond in that amount is available.

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

**RESOLUTION NO. 05 -1052**

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

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

Permit #	Applicant	Location	Type of Work
U05144	American Electric Power	The Manors at Willow Bend	Perform overhead line construction
U05145	Verizon	Roespark Boulevard	Place buried cable
U05146	Columbia Gas	Northern Loop Project	Install gas distribution main

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

**RESOLUTION NO. 05-1053**

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**IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE AREA CAREER CENTER FOR SERVICES TO ASSIST WIA/TANF PARTICIPANTS:**

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

**Multi-Service Contract FY 2006  
Delaware Area Career Center/ABLE  
Delaware County Department of Job & Family Services**

This agreement is entered into by and between the Delaware County Department of Job and Family Services, the Delaware County Board of Commissioners (County) and Delaware Area Career Center ABLE program (ABLE)

Whereas the County has accepted State funds and needs to provide services or, contract out for services, and ABLE is willing to provide services or, contract out for services, and ABLE is willing to provide these services at an agreed-upon price, the Parties mutually agree that:

- A. ABLE will provide services for WIA/TANF eligible participants. Services will include:
1. ABLE/GED classes at the Department 4 mornings per week (ABLE pays for 2 mornings) and 2 afternoons per week.
  2. Provision of a registered nurse to serve as a medical advocate for families challenged by health issues, or, in need of other advocacy services
  - 3a. Provide a facilitator for the Healthy Life Style/TANF project – (to be under advocate service)
  - 3b. ABLE will provide food, incentives, books for participants, t-shirts, and final lunch for High Fives group
  4. Provision of incentives for adults enrolling and progressing through ABLE program as well as for passing the official GED Practice Test and the actual GED Test.
  5. A new copier for the training room

All promotions, advertising, media events, and literature relative to this contract must identify Delaware county Department of Job and Family Services as a partner.

- B. Expenditures for this contract will not exceed 60,000
- C. Time period for this contract is from **July 1, 2005**, through **June 30, 2006**
- D. ABLE shall submit a monthly invoice and project report to the Department. The Department agrees to review the invoices and make payment within 30 days of the receipt of the invoice, subject to appropriate modifications/corrections.
- E. ABLE understands and agrees that payment for all services provided in accordance with the provisions of this Agreement depends upon the availability of county, state and federal funds.
- F. This agreement cannot be modified except when reduced to writing and signed by all Parties.
- G. Notwithstanding section (F), in the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department.
- H. ABLE agrees that the use or disclosure of any information concerning participants for any purpose not directly connected to the delivery of purchased services is prohibited.
- I. The Parties understand and agree that this written Agreement encompasses the entire understanding between the Parties, and supercedes all oral or prior agreements.
- J. ABLE agrees to hold harmless the Department, the County, and the Ohio Department of Job and Family Services from all liability, loss, damage, and/or related expenses incurred through the provision of services under this Agreement.
- K. ABLE agrees to maintain compliance with the state, federal, and local regulations which govern the provision of these services.

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- L. The Department and ABLE agree that in the performance of this Agreement, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments. It is further agreed that ABLE will fully comply with all appropriate federal and state laws regarding such discrimination, and the right to and method of appeal will be made available to all persons serviced under this Agreement.
- M. This Agreement may be terminated by ABLE or the Department upon seven days written notice. Failure to honor the terms of this Agreement and/or the related state, federal, or local regulations shall result in immediate termination of this Agreement. If any of the terms of this Agreement change, ABLE must notify the Department immediately.

**Be it Further Resolved,** that the Commissioners approve a Purchase Order Request to Delaware Area Career Center in the amount of \$20,000.00 (22411603)

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

**RESOLUTION NO. 05-1054**

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND BUCKEYE RANCH FOR CHILD PLACEMENT SERVICES:**

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

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Buckeye Ranch 5665 Hoover Road Grove City, Ohio 43123	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)

(A Copy of this contact is available in the Commissioners’ Office until no longer of Administrative Value).

**Be it Further Resolved,** that the Commissioners approve the following Purchase Order Requests for Buckeye Ranch:  
22511607    \$40,000  
22511608    \$10,000

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

**RESOLUTION NO. 05-1055**

**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 CHILDREN'S COMPREHENSIVE SERVICES OF OHIO:**

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

AMENDMENT TO CONTRACT  
For  
Child Placement and Related Services

AMENDMENT NO. 1

This Amendment, effective July 12, 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 **Children’s Comprehensive Services of Ohio**, entered into on the first day of February, 2005.

- I. Article IV. Reimbursement for Placement Services: Changes the amount reimbursable under the contract from \$36,000.00 to \$123,200.00.



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**Be it Further Resolved,** that the Commissioners approve the following Purchase Order Increase Requests for Children's Comprehensive Services of Ohio:

22511607	\$58,800
22511608	\$25,600

Vote on Motion	Mr. Jordan	Absent	Mr. Evans	Aye	Mr. Ward	Aye
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**RESOLUTION NO. 05-1056**

**IN THE MATTER OF APPROVING THE LETTER OF AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE COUNCIL FOR OLDER ADULTS FOR ASSISTING ELIGIBLE SENIOR CITIZEN'S WITH THE COMMUNITY HOUSING IMPROVEMENT PROGRAM (CHIP 2004) HOME REPAIR PROGRAM:**

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

WHEREAS, the State of Ohio, Department of Development (ODOD), provides financial assistance to local governments under the Community Development Block Grant (CDBG) program and the Ohio Housing Trust Fund (OHTF) for the purpose of addressing local housing needs for low income households countywide; and

WHEREAS, Delaware County received the FY 2004 Community Housing Improvement Program (CHIP) funding by ODOD, consisting of CDBG and HOME funds for the purpose of implementing a Home Repair Program to assist eligible low income households; and

WHEREAS, the Home Repair Program is intended to enable 5 low income households, whose gross income is at or less than 60% of the area median income, to occupy safe, decent, sanitary housing by providing repairs in the amount up to \$8,000 per household; and

WHEREAS, the Council for Older Adults has funds available in the amount up to \$2,000 per unit to assist with Home Repairs for eligible Senior Citizen that are 60 years or older.

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

SECTION I. That the Delaware County Board of Commissioners accepts the Letter of Agreement between Delaware County and Council of Older Adults, which identifies program elements and itemizes responsibilities for the County and the Council.

SECTION II. The Letter of Agreement sets forth the basic program guidelines and requirements for the respective parties to jointly undertake the Home Repairs Program.

SECTION III. That this resolution shall take effect and be in force immediately after its passage.

Letter of Agreement

This Agreement is freely entered into between the Delaware County, Ohio Council for Older Adults (the "Council") and the Delaware County, Ohio Board of County Commissioners (the "Board") this August 8, 2005.

PURPOSE

This Agreement between of the Council and the Board and acknowledges the desire of the Council and the Board to work together to provide funding for needed home repair performed on senior citizens homes located within Delaware County, Ohio, exclusive of those homes located within the City of Delaware.

AUTHORITY

The Board has authority to enter this Agreement pursuant to O.R.C. § 307.85(B) and O.R.C. § 505.707.

TERM

The term of this Agreement is for the period of time beginning August 8, 2005 and ending October 31, 2006.

OBLIGATIONS OF THE PARTIES

Consistent with the "Protocol for Home Repair through Delaware County", as set forth in attached Exhibit A, the Board agrees to provide funding for needed home repair performed on senior citizens homes located within Delaware County, Ohio, exclusive of those located within municipal boundaries. Said funding consists of and is strictly limited to the following:

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<u>Service</u>	<u>Unit</u>	<u>Price Per Unit</u>
Funding for Needed Home Repair (Limited to homes located in Delaware County, Ohio, exclusive of homes located within municipal boundaries)	Total work per household as approved by the Board	As approved by the Board (Not to exceed \$2000.00 per household)

The Council may, on behalf of specific clients of the Council, request funding from the Board as provided above. The Board, in regular open session, agrees and shall consider the request of the Council and, within its sole discretion, and by a simple majority vote either approve, disapprove, or modify the Council’s request. If the Board approves or modifies the request, such that funding is approved, the Board shall make payment directly to the contractor hired by the Council to perform the work. The Council understands that no payment will be made pursuant to this agreement except as otherwise approved by the Board.

The Council agrees and shall fully reimburse the Board at the above provided and approved rate for all authorized services approved and paid for by the Board pursuant to this Agreement. To receive such reimbursement, the Board agrees to submit an invoice to the Council. Such reimbursement shall be made in full by the Council to the Board no later than thirty (30) calendar days following presentation to the Council by the Board of an itemized receipt indicating the Board’s payment to the contractor for services and materials rendered.

Both the Council and the Board agree to notify the other in writing of any changes in service, such as site address, contact persons, discontinued products, etc.

Both the Council and Board in good faith agree to perform their respective obligations under this Agreement consistent with the terms and conditions of the “Protocol for Home Repair through Delaware County”, as set forth in attached Exhibit A. Exhibit A is hereby fully incorporated into and made a part of this Agreement as if fully written herein. Either party shall immediately notify the other in writing should the Board or Council become unable to perform within and in accordance with the Council's “Protocol for Home Repair through Delaware County” as set forth in attached Exhibit A.

The Council understands that nothing in this Agreement shall be interpreted to mean a guarantee of approval of funding by the Board and the Board has sole, full, and complete discretion to deny funding. Further the Council understands that the Board’s denial of funding is not a breach of this Agreement, grounds for liability, damages of any type or kind, or legally actionable.

**Exhibit A**  
**NOTIFICATION**

Any notification required by this Agreement shall be considered received when directed to the following individuals via personal delivery or regular U.S. Mail:

**The Council:**

Robert Horrocks  
Executive Director for the Council for Older Adults  
818 Beardtown Road  
Delaware, Ohio 43015

**The Delaware County Board Representative:**

Dottie Brown  
Delaware County Economic Development Specialist  
101 North Sandusky Street  
Delaware, Ohio 43015

**LIMITED LIABILITY AND INDEMNIFICATION**

To the fullest extent permitted by law, the Council agrees to indemnify, save and hold the Board, Delaware County, its officers, agents, servants, and employees free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney’s fees, arising from any accident or occurrence related in any manner to the performance of any obligation under of this Agreement or any work funded by the Board and performed by any person, company, partnership, party, or contractor under this Agreement, regardless of who employs, contracts with, or engages the person, company, partnership, party, or contractor. The Council shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Board or Delaware County by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney’s fees.

No employee of the Council shall at any time be considered an agent or employee of the Board or Delaware County.

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The Council assumes full liability and agrees to indemnify the Board and Delaware County for any and all damages, injuries, or harm, no matter the nature or kind, to the Board, Delaware County, Delaware County Employees, Delaware County property, and Delaware County personal property resulting or caused, directly or indirectly, from work performed pursuant to, consistent with, and/or under this Agreement. Such indemnification includes attorney's fees and any and all costs associated with any legal action or litigation resulting from damages, injuries, or harm directly or indirectly caused by work performed pursuant to, consistent with, and/or under this Agreement.

The Council shall carry and maintain throughout the life of this Agreement such bodily injury and property damage liability insurance as will protect it and the Board and Delaware County against claims for personal injury, including death or property damage, which may arise from operations performed pursuant to, consistent with, and/or under this Agreement, or from use of vehicles in connection therewith, and shall include coverage for indemnification as described above. Such general liability insurance shall have a minimum of One Hundred Thousand (\$100,000.00) of coverage covering any and all work performed under this Agreement. The Council, upon entering this Agreement and prior to any work being performed pursuant to, consistent with, and/or under this Agreement shall provide proof of such insurance to the Board.

The Council will also provide proof of coverage by the Bureau of Workers Compensation covering all persons performing work pursuant to, consistent with, and/or under this Agreement. Such proof shall be provided to the Board upon entering this Agreement and prior to any work pursuant to, consistent with, and/or under this Agreement being performed.

**TERMINATION**

Either party upon ninety days (90) written notice to the other party may terminate this Agreement without cause. This ninety (90) day termination notice period shall begin upon receipt of the notice of termination by either party. Such a termination does not bar either party from pursuing a claim for damages for breach of this Agreement.

In the event of termination, the Board shall be repaid and/or compensated by the Council for all work completed prior to the effective date of termination or, at the time of termination, in the process of being performed.

If either party fails to substantially perform in accordance with the provisions of this Agreement, the other party shall notify the party failing to perform in writing of the substantial failure of performance. Such written notice shall specifically state the nature of the substantial failure(s) of performance. If the party receiving such notice fails to correct the indicated substantial failure(s) of performance within ten (10) days of receiving such notice, this Agreement may be terminated, for cause. Upon such termination, the parties shall be entitled to all such rights and remedies as the law may allow.

This Agreement is subject to the availability of County funds to purchase the specified services. In the event, the Board does not appropriate funds during the term of this Agreement for the specified Services, and there are not other funds available by or with which payment can be made to any person, company, partnership, party, or contractor, the Board may terminate this Agreement without penalty.

In the event the Board terminates any other Agreement required for the purchase or provision of services provided under this Agreement, whether or not the Council is a party to such other Agreement, the Board shall be responsible for notifying the Council of such termination within 24 hours of termination of that contract.

**WAIVER OF BREACH**

No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof.

No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

**SEVERABILITY**

If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with

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GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio. This Agreement is not subject to arbitration.

SUBJECT HEADINGS

The subject headings of the paragraphs in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

EXECUTION OF COUNTERPARTS

This Agreement may be executed in one or more counterparts. The sum of the executed counterparts shall comprise a complete and fully executed Agreement.

ENTIRE AGREEMENT

This Agreement and its Attachments shall constitute the entire understanding and agreement between the Council and the Board, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

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

RESOLUTION NO. 05-1057

**A RESOLUTION AUTHORIZING THE DELAWARE COUNTY COMMISSIONERS TO ACCEPT THE TRANSFER OF OHIO DEPARTMENT OF TRANSPORTATION WORK IN THE RIGHT-OF-WAY PERMITS FOR ROADWAY CONSTRUCTION AND A SANITARY SEWER BORE ASSOCIATED WITH THE OLENTANGY CROSSINGS PROJECT:**

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

WHEREAS, the Ohio Department of Transportation has issued permits #06-0351-05 and #06-0352-05 to Planned Communities, Inc. for work in the US-23 Right-of-Way associated with the Olentangy Crossings project; and

WHEREAS, Olentangy Crossings project is now considered a public project by virtue of Delaware County’s participation in financing the roadway improvements for the Olentangy Crossings – East portion of the project via the establishment of a Tax Increment Financing (TIF) area; by establishing an assessment area for improvements to US-23 and Lewis Center Road associated with the Olentangy Crossings project; and by subsequently bidding out both portions of said project as public projects; and

WHEREAS, ownership of the existing ODOT permits is to be transferred from Planned Communities, Inc. to Delaware County, to the extent these permits relate to roadway work, including traffic signals at Lewis Center Road and at Olentangy Crossings – East, and boring for sanitary sewer improvements;

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 Board of Commissioners authorizes the President of the Board to execute any and all applications necessary for ODOT to re-issue and transfer said permits to the Board as it relates to roadway improvements, including traffic signals at Lewis Center Road and at Olentangy Crossings – East, and to issue a new permit for boring for sanitary sewer improvements.

Section 2. That the Board will accept said permits once issued by ODOT.

Section 3. That this Resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 05-1058

**IN THE MATTER OF APPROVING A GRANT RENEWAL APPLICATION FOR A RECLAIM OHIO AND YOUTH SERVICES GRANT FOR JUVENILE COURT:**

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

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Grant: RECLAIM Ohio and Youth Services Grant  
Source: Department of Youth Services  
Grant Period: July 1, 2005 to June 30, 2006

RECLAIM Ohio: \$295,371.44  
Youth Services Grant: \$180,596.00  
Total Grant Amount: \$475,967.44

The Department of Youth Services RECLAIM Ohio and Youth Services Grant dollars fund a number of program at the Juvenile Court including: transportation services, wraparound services programs, family preservation programming, out of home placement, probation officers for sex offender and drug/alcohol offenders, community service and diversion/intake programming. This substantial supplement to our budget allows the Juvenile Court to provide services necessary to keep the community safe while maintaining juveniles in their own communities as often as possible.

No general fund dollars are required for a match. All staff members paid from this grant are well aware that their positions are grant funded and contingent upon continued grant funding.

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

RESOLUTION NO. 05-1059

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR HARVEST WIND PHASE 7  
SECTION 2 PART 2:

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:

Harvest Wind Phase 7 Section 2 Part 2 759 feet of 8-inch sewer 4 manholes

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

RESOLUTION NO. 05-1060

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR  
MCCMAMMON ESTATES SECTIONS 3 AND 4 AND 6391 MAXTOWN ROAD:

It was moved by Mr. Evans, seconded by Mr. Ward to approve sanitary sewer plan for McCmammon Estates Sections 3 and 4 and 6391 Maxtown Road for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 05-1061

IN THE MATTER OF CERTIFYING TO THE COUNTY AUDITOR SANITARY SEWER CAPACITY  
CHARGES:

It was moved by Mr. Evans, seconded by Mr. Ward to certify the Sanitary Sewer Capacity Charges as follows:

5616 Sunbury Road, Westerville

In the amount of \$5,900.00 with \$2,218.40 finance charge (pro-rated over a 10 year period) making total of \$8,118.40 for placement on tax duplicate. Bi-annual payment being \$405.92.

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

RESOLUTION NO. 05-1062

IN THE MATTER OF CERTIFICATION OF DELINQUENT ACCOUNTS TO THE COUNTY AUDITOR FOR  
TAX YEAR 2006:

It was moved by Mr. Evans, seconded by Mr. Ward to certify to the County Auditor the delinquent accounts for placement on the tax duplicate. (Itemized listing available for review at the Commissioners Office until no longer of Administrative value).

Total dollar amount of the delinquent accounts to be assessed to 2006 taxes-\$245,932.99

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

RESOLUTION NO. 05-1063

IN THE MATTER OF APPROVING THE PURCHASE OF A SMART SYMPODIUM FOR THE EMERGENCY OPERATIONS CENTER AS PART OF THE HOMELAND SECURITY FY04 GRANT:

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

WHEREAS, the Delaware County received an FY04 State Homeland Security Grant that allows for the purchase of equipment to facilitate the mitigation, planning, response and recovery during CBRNE incidents; and

WHEREAS, the Threat, Risk and Needs (TRN) Committee appointed by the Board of Commissioners recommends the purchase of a SMART Symposium to facilitate the integration of media and database information in the Emergency Operations Center, and;

WHEREAS, this purchase has been approved by appropriate Federal and State level agencies,

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approve the purchase of a SMART Symposium through Cleveland Corporate Services at a not to exceed cost of \$6,936.00.

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

RESOLUTION NO. 05-1064

IN THE MATTER OF APPROVING CHANGE ORDER 13 FOR JG CONTRACTING FOR CONSTRUCTION IMPROVEMENTS AT VARIOUS RADIO SYSTEM SITES:

It was moved by Mr. Evans, seconded by Mr. Ward to approve change orders:

WHEREAS, the impact of construction at various tower sites for the County 800 MHz radio system requires additional work and improvements, and;

WHEREAS, this additional work and improvement was beyond the control of JG Contracting and outside of specifications of the contract as follows:

- Additional civil work required at the Genoa site with shared cost between JG Contracting and County
- New lighting system at the Sunbury site per FAA requirements due to change in tower height by County
- Change in structural improvements at the State MARCS tower due to antenna loading changes

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County approves Change Order 13 for JG Contracting as follows:

Original Contract	\$1,989,000.00
Previous Changes	\$ 639,480.00
Change Order 13	\$ 37,885.00
<b>Revised Contract Amount \$2,666,365.00</b>	

BE IT FURTHER RESOLVED: That the Board of County Commissioners approve and authorize the increase of the contract blanket Purchase Order at the same amount in Project Account #41111421.

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

RESOLUTION NO. 05-1065

IN THE MATTER OF APPROVING TRANSFER OF FUNDS AND SUPPLEMENTAL APPROPRIATIONS FOR CONCEALED HANDGUN:

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

Supplemental Appropriation		AMOUNT
29031318-5850	Concealed Handgun/Advance Return	\$5,000.00
Transfer of Funds		
From	To	
29031308-5850	10011102-4650	\$5,000.00

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Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Absent	Mr. Ward	Aye
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RESOLUTION NO. 05-1066

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PENDING OR IMMINENT LITIGATION; CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL AND FOR LAND ACQUISITION:

It was moved by Mr. Evans, seconded by Mr. Ward to adjourn into Executive Session at 9:47AM.

Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Absent	Mr. Ward	Aye
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RESOLUTION NO. 05-1067

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. Jordan	Absent	Mr. Evans	Aye	Mr. Ward	Aye
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There being no further business the meeting adjourned.

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Glenn A. Evans

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Kristopher W. Jordan

\_\_\_\_\_  
James D. Ward

\_\_\_\_\_  
Letha George, Clerk to the Commissioners