

COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 12, 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 The U.S. Route 23/Olentangy Crossings Intersection Signal Project (50 Channing Street)
- 10:15 AM Bid Opening Date And Time For Film Duplication Services For The Delaware County Records Center

PUBLIC COMMENT

- 1. Larry Fisher, Director of EMS, update on Hurricane relief.
- 2. Mr. Ward comments on the importance of having shared Emergency Services Communications
- 3. Mr. Evans attended the send off of the 16<sup>th</sup> Engineering Brigade called to active duty.

(For a complete record refer to the Official CD minutes)

RESOLUTION NO. 05-1219

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 8, 2005 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the resolutions and records of the proceedings from regular meeting held September 8, 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. 05-1220

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR099:

It was moved by Mr. Ward, seconded by Mr. Evans to approve payment of warrants in batch numbers CMAPR099 and Purchase Orders and Vouchers as listed below:

Vendor	Description	Account Number	Amount
<b>PO's</b>			
Support For You Ltd.	Computer Lightening Damage	60111901-5370	\$ 21,930.46
OH Dept Job and Family	Medical 3 <sup>rd</sup> Party	60211902-5370	\$ 5,570.24
<b>Vouchers</b>			
Schindler Elevator	Elevator-Jail	40411414-5410	\$ 12,528.00
BP Products N. America	Fuel	10011106-522822801	\$ 11,639.01
Schottenstien Zox and Dunn	Legal for Perry Taggart	65511918-5301	\$ 18,667.07
Downes, Hurst & Fishel	Legal Services	10011102-5301	\$ 13,794.48

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

RESOLUTION NO. 05 -1221

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The EMS Department is requesting that Robert Moore attend an OHPELRA Fall Seminar on Conducting Effective Internal Investigations in Columbus, Ohio September 28, 2005, at the cost of \$305.00.

The EMS Department is requesting that Elissa Sessley and Cherly Van Gundy attend a Dealing With Difficult People Seminar in Delaware, Ohio September 13, 2005, at the cost of \$80.00.

The Prosecutor’s Office is requesting that Chrystal Alexander attend a Working with African American Men Who Batter Seminar in Columbus, Ohio September 16, 2005, at the cost of \$40.00.

The Commissioners’ Office is requesting that Dave Cannon and Larry Fisher attend a Best Practices in Public

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Safety Seminar in Columbus, Ohio September 20, 2005, at no cost.

The Administrative Services Department is requesting that Dawn Huston attend an OHPELRA Fall Seminar on Conducting Effective Internal Investigations in Columbus, Ohio September 28, 2005, at the cost of \$214.24.

The Administrative Services Department is requesting that Robert Ferguson and Darryl Evans attend a National Animal Control Association Level II Training Academy in Columbus, Ohio October 10-14, 2005, at the cost of \$950.00.

The EMS Department is requesting that Robert Moore attend a Basic Trauma Life Support Instructor Course in Columbus, Ohio September 24, 2005, at the cost of \$170.00.

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

RESOLUTION NO. 05-1222

IN THE MATTER OF CHANGING THE LOCATION OF THE SEPTEMBER 19, 2005, COMMISSIONER’S SESSION TO THE DELAWARE COUNTY FAIRGROUNDS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve changing the location of the September 19, 2005, Commissioner’s Session to the Delaware County Fairgrounds.

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

RESOLUTION NO. 05-1223

IN THE MATTER OF CANCELING THE SEPTEMBER 22, 2005, COMMISSIONER’S SESSION:

It was moved by Mr. Ward, seconded by Mr. Evans to approve canceling the September 22, 2005, Commissioner’s Session.

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

RESOLUTION NO. 05-1224

IN THE MATTER OF AMENDING RESOLUTION NUMBER 05-2 (ESTABLISHING MEETING DAYS FOR THE BOARD OF COMMISSIONERS FOR YEAR 2005):

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

Whereas,                      Resolution number 05-2 established that The Board of County Commissioners shall hold a Public Officials meeting at 9:30am on the 1st Tuesday of each month, and

Whereas,                      The Board of Commissioners and other Elected Officials wish to change this meeting time.

Now Therefore Be It Resolved, that The Board of County Commissioners shall hold a Public Officials meeting at Noon on the 1<sup>st</sup> Tuesday of each month.

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

RESOLUTION NO. 05-1226

IN THE MATTER OF REMOVING THE LEGAL FEES REQUEST FROM THE PRESENTED LIST OF SUPPLEMENTAL APPROPRIATIONS FOR THE SHERIFF’S OFFICE:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve removing the following item from the supplemental appropriations request:

10031303-5301                      Sheriff Jail/Legal Fees                      \$ 1,000.00

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

RESOLUTION NO. 05-1225

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS, AS AMENDED, FOR THE SHERIFF’S OFFICE:

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

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Supplemental Appropriations		Amount
10031303-5294	Sheriff Jail/Food	\$ 14,500.00
10031303-5243	Sheriff Jail/Medical Supply	\$ 6,500.00
10031303-5222	Sheriff Jail/Housekeeping	\$ 2,000.00
10031303-5201	Sheriff Jail/Office Supply	\$ 1,000.00
10031303-5224	Sheriff Jail/Uniforms	\$ 500.00
10031303-5215	Sheriff Jail/Inmate Supply	\$ 1,500.00
10031303-5338	Sheriff Jail/Utilities	\$ 8,750.00
10031303-5342	Sheriff Jail/Inmate Medical Service	\$ 24,500.00
10031303-5328	Sheriff Jail/Maintenance	\$ 2,200.00
10031303-5345	Sheriff Jail/Housing	\$ 94,000.00
Vote on Motion	Mr. Evans	Aye
	Mr. Jordan	Aye
	Mr. Ward	Aye

RESOLUTION NO. 05-1227

IN THE MATTER OF APPROVING THE TREASURER’S REPORT:

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

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

Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Aye
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RESOLUTION NO. 05-1228

IN THE MATTER OF APPROVING SERVICE AGREEMENT BETWEEN SMARTBILL LTD., AND  
DELAWARE COUNTY TREASURER:

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

SERVICE AGREEMENT

This Agreement is entered into as of this 12<sup>TH</sup> Day of September, 2005 by and between SmartBill Ltd., an Ohio Company, (hereinafter known as “Vendor”) and Delaware County Treasurer (hereinafter known as “Customer”).

Recitals

- A. Vendor is in the business of providing Output Services to its customers.
- B. Customer wishes to obtain from Vendor and Vendor wishes to provide to Customer, certain Output Services upon the terms and conditions below.

NOW, THEREFORE, the parties agree as follows.

AGREEMENT

- 1. Output Services. Customer agrees to purchase from Vendor, and Vendor agrees to sell and provide to Customer, the following services and related consumable supplies (collectively, the “Output Services”):
  - a. Vendor will secure for Customer’s benefit, as requested by the Customer from time to time, offset printing services for new forms and envelopes (such services hereinafter referred to as “Forms Services”);
  - b. Vendor will: (1) format and prepare laser printed, one-sided invoices from all account debtor billing information (“Data”) received electronically from Customer; (2) presort the Data based upon account debtor postal codes; (3) fold and insert invoices into separate preprinted envelopes (which envelopes will be provided by Customer if not otherwise obtained through Vendor as part of the Forms Services; (4) insert into preprinted envelopes additional pre-folded pages of information (not to exceed 4 pages per package envelope) as requested from Customer; (5) presort envelopes for bar-coded postage rates; (6) mail invoices to account debtors on Customer’s behalf; (7) track each invoice and related documents through the production process; and (8) provide storage space for Customer’s inventory of envelopes and related supplies (all of the foregoing services sometimes hereinafter referred to as “Processing Services”). (9) Vendor guarantees to have all files

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processed and to the post office within two business days of receipt of said file. File(s) must be received at SmartBill by 8:00 am to be counted as day one.

2. **Service Fees.** Customer shall pay to Vendor the following fees, which shall be payable within fifteen (15) days of Vendor's invoice to Customer:
  - a. The fee for Forms Services shall be \$.06 per unit of work. Unit of work shall be one (1) 24# paper with up to one (1) color front, one (1) color on back, one (1) #9 single window return envelope, one (1) #10 carrier dual window envelope. Oversized 9 x 13 white envelopes shall be sold at cost. Additional forms requests or changes will be quoted at time of Customer's request for such services. One year worth of forms shall be acquired on behalf of customer and will be billed when approved and ordered.
  - b. The fee for all Processing Services, exclusive of postage costs, shall be at a rate of \$.095 per single, one-sided page produced or data record.
  - c. One—time set up fee of \$1000.00 due after Agreement signing Customer shall reimburse Vendor all postage costs incurred concerning the Processing Services. Customer will hold on Vendors account two (2) months postage calculated by multiplying two (2) months volume by the average per piece postal rate.
  - d. Customer shall pay all applicable taxes set fourth by the federal, state, and local governments.
  - e. SmartBill Ltd. reserves the right to increase the forms services (offset printing services for new forms and envelopes) fees billed to Customer by the same incremental rate amount as passed on by vendors of SmartBill Ltd. with thirty (30) days written notice.
  - f. SmartBill Ltd. reserves the right; at anytime after the first year anniversary of this agreement, to change the prices charged with thirty (30) days written notice. Price changes may not exceed 5% of current charges and may be executed once per year. Over the course of contract, this amount will not exceed more than 10% of proposed price.
3. **Term.** This Agreement shall remain in effect for a period of one (1) year from the date hereof unless otherwise terminated by either party. Either party may terminate this agreement with cause (Failure to perform any of the duties stated above or below by either party) by giving sixty — (60) days advance written notice to the other party of its intent to terminate. If Customer initiates contract termination, Customer agrees to pay Vendor for all unused forms in inventory and/or on order at time of notice. Contract will automatically renew unless Customer notifies vendor within 60 days of termination of agreement.
4. **Vendor Confidentiality.** Vendor acknowledges that certain information made available to it by Customer, including, without limitation, client information and billings, financial statements, tax records, membership lists and service information, is confidential and proprietary to Customer (the "Confidential Information"). Vendor shall keep the Confidential secret and shall not disclose, reveal or provide the same to any person except as required by law, except those persons employed by Vendor or on its behalf who are involved in providing the Output Services, and shall cause those persons to observe the terms of this agreement, and shall not use the Confidential Information for any purpose, directly or indirectly, other than in connection with the Output Services. "Confidential Information" shall not include information which (a) is or becomes generally available to the public other than as a result of a disclosure by Vendor or it affiliates, officers, directors, employees, or representatives, (b) was available to Vendor on a non-confidential basis prior to disclosure by Customer, or (c) becomes available to Vendor on a non-confidential basis from a person other than Customer who is not otherwise bound by a confidentiality agreement with Customer. The covenants created under this Section 4 shall survive the termination or cancellation of this Agreement.
5. **Customer Confidentiality.** Customer acknowledges that certain information made available to it by Vendor, including, without limitation, Vendor's special business techniques, production systems, vendor relationships, marketing plans, sales, product and vendor pricing information, list of customers, prospective customers, contracts and other information regarding the Products and Services is confidential and proprietary to Vendor (the "Confidential Information"). Customer shall keep the Confidential Information secret and shall not disclose, reveal or provide the same to any person except as required by law. "Confidential Information" shall not include information which (a) is or becomes generally available to the public other than as a result of a disclosure by Vendor or it affiliates, officers, directors, employees, or representatives, (b) was available to Vendor on a non-confidential basis prior to disclosure by Customer, or (c) becomes available to Vendor on a non-confidential basis from a person other than Customer who is not otherwise bound by a confidentiality agreement with Customer. The covenants created under this Section 4 shall survive the termination or cancellation of this Agreement.
6. **Limitation on Liability** In no event shall Vendor be liable or responsible to Customer for incidental, special, or consequential damages (including without limitation lost profits) arising out of, resulting from, or in any way related to Vendor's performance or breach of this Agreement in excess of the value of the proposed Processing Service portion of this contract. All purchased forms and envelopes are the property of said customer and will be returned to customer in the event of contract termination.

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**7. Representations and Warranties.**

- a.) Customer: Customer represents and warrants that: (1) it has full authority to enter into and perform, all of the terms of this Agreement; and (2) the execution, delivery and performance of this Agreement, and compliance with its terms, will not conflict with or otherwise be inconsistent with, or result in the breach of or default under, any agreement to which Customer is a party.
  - b.) Vendor: Vendor represents and warrants that: (1) it has full authority to enter into and perform all of the terms of this Agreement; and (2) the execution, delivery and performance of this Agreement, and compliance with its terms, will not conflict with or otherwise be inconsistent with, or result in the breach of or default under, any agreement to which Vendor is a party.
8. **Independent Contractors**: In performing their obligations under this Agreement, the parties are acting as independent contractors. Nothing in this Agreement shall create or be construed to create an employment, partnership, joint venture or agency relationship between the parties and no party shall have authority to bind the other in any respect. Likewise, SmartBill employees are not employees of Delaware County, Ohio or the Delaware County, Ohio Treasurer and are not entitled to any benefits of employment with Delaware County, Ohio or the Delaware County, Ohio Treasurer.
9. **Mediation of Disputes**: In the event of a dispute between the parties arising out of or related to this Agreement, the parties initially agree to abide by the dispute resolution procedure outlined in the Ohio Revised Code Section 2701.10. It is understood and agreed to by the parties that the defaulting or non-prevailing party in mediation agrees to pay the other party's, reasonable attorney's fees and expenses so incurred by such party to enforce the terms of this Agreement. Should the dispute not be initially resolved through mediation, the parties may bring action in a court of competent jurisdiction. (See Section 15.)
10. **Compliance with Laws**. Both Vendor and Customer agree to comply with all applicable federal and state law prohibiting discrimination against persons on account of race, sex, color, age, religion, and national origin, or disability. Vendor certifies that all Services provided pursuant to this Agreement shall be performed in accordance with all state, federal, and local laws applicable to such services, in conformity with the highest professional standards.
11. **Binding Effect: Assignment**. This Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto; provided, that no party may assign or in any way voluntarily transfer this Agreement, or any right, remedy, obligation or liability hereunder without the prior written consent of the other party.
12. **Entire Agreement: Modification**. This Agreement set forth the entire understanding and agreement between the parties respecting its subject matter and supersedes all prior agreements, oral and written. This Agreement may be amended or modified only by a writing signed by the parties.
13. **No Third Party Rights**. The parties do not intend to create rights in or to grant remedies to any third party as a beneficiary of this Agreement or of any duty, covenant, obligation or undertaking established hereunder.
14. **Notice**. All notices provided for in this Agreement shall be in writing, shall be given either manually or by written telecommunication, mail, or by reputable overnight courier, and shall be deemed sufficiently given when received by the party to be notified at its address set forth below, if mailed by registered mail, postage prepaid, five (5) days after deposit in the mail, in each case addressed to such party at such address. Either party may, by notice to the other, change its address for receiving such notices.
15. All disputes under this Contract not resolved pursuant to Section 9 of this Contract shall be filed in the courts of Delaware County, Ohio.

If to Vendor, to:

SmartBill, Ltd.  
Attn: Robin W. Hess  
President  
895 Buckeye Ave  
Newark, Ohio 43055

If to Customer, to:

Delaware County Treasurer  
Attn: Dale M. Wilgus  
140 North Sandusky Street

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Delaware, Ohio 43015

16. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.

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

RESOLUTION NO. 05-1229

IN THE MATTER OF APPROVING PLATS FOR AVONLEA SUBDIVISION AND SUMMER WOOD LAKES SECTION 1 SITE DEVELOPMENT PLAN:

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

Avonlea Subdivision

Situated In The Township Of Orange, County Of Delaware, State Of Ohio, Located In Part Of Farm Lot 1, Section 1, Township 3, Range 18, And Part Of Farm Lot 12, Section 2, Township 3, Range 18, United States Military Lands, Being An 11.189 Acre Subdivision And Being All Of An 11.189 Acre Tract Conveyed To Planned Communities Development Llc. By Official Record Volume 557, Page 0642. Cost \$60.00

Summer Wood Lakes Section 1 Site Development Plan

Part Of Farm Lot 30, Township 4 North, Range 17 West, Section 3 United States Military Lands, Berkshire Township, Delaware County, Ohio. No Cost.

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

RESOLUTION NO. 05-1230

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENTS FOR NORTHSTAR SECTION 1 – WILSON ROAD AND SLATE CREEK:

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

Northstar Section 1 – Wilson Road

SUBDIVIDER’S AGREEMENT

**THIS AGREEMENT** executed on this 12<sup>th</sup> day of September 2005, between **ROBERT WEILER COMPANY**, as evidenced by the **NORTHSTAR SECTION 1 – WILSON ROAD** Construction plans filed with the **Delaware County Engineer**, 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** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer’s Estimate approved 8/18/05, 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 all 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 of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an 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 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.

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non- compliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract and the **COUNTY** shall have the right to

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stop work forthwith.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to 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 **NINETY-EIGHT THOUSAND SIX HUNDRED SIXTY 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 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.

The **County** reserves the right during construction and thereafter to permit connection of adjoining properties within the original drainage basin to the storm sewer system.

Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship 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 acceptance by the **COUNTY COMMISSIONERS**.

Any snow and 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, during 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 the improvements and for their continued operation. The **SUBDIVIDER** shall be responsible for all utility charges and installation costs. 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 privilege to make the improvements stipulated herein.

**Slate Creek**

**SUBDIVIDER'S AGREEMENT  
DITCH MAINTENANCE ITEMS INSPECTION**

**THIS AGREEMENT** made and entered into this 12<sup>th</sup> day of September 2005 by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **NEWBURY BUILDERS**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled "**SLATE CREEK**" which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

1. The **SUBDIVIDER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
2. The **SUBDIVIDER** shall pay the entire cost and expenses of said improvements.
3. The **SUBDIVIDER** shall deposit **TWO THOUSAND DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**.

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4. The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
5. The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
6. The **SUBDIVIDER** shall perform and complete all said improvements prior to **MAY 31, 2006**.
7. The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation “Uniform Traffic Control Devices”** and **“Traffic Control for Construction and Maintenance”**.
8. The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith.
9. If the **SUBDIVIDER** should 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**.
10. Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
11. In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **SUBDIVIDER** or his agent the right and privilege to make the said improvements stipulated herein.

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

**RESOLUTION NO. 05-1231**

**IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR OAKS AT HIGHLAND LAKES PHASE 4 AND AVONLEA SUBDIVISION:**

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

**Oaks at Highland Lakes Phase 4**

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 2005 construction season.

In accordance with the Subdivider’s Agreement, The Engineer recommends that the maintenance bond be set at **\$76,300** for the duration of the one year maintenance period. A Bond in that amount is available. He also request approval to return the Bond being held as construction surety to the developer, M/I Homes. A letter authorizing release of the Construction Bond is available for your approval.

**Avonlea Subdivision**

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 2005 construction season.

In accordance with the Subdivider’s Agreement, The Engineer recommends that the maintenance bond be set at **\$38,300** for the duration of the one year maintenance period. A Letter of Credit in that amount is available.

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

**RESOLUTION NO. 05-1232**

**IN THE MATTER OF APPROVING THE RELEASE OF THE MAINTENANCE BOND FOR TRADITIONS AT HIGHLAND LAKES/BIG WALNUT ROAD WIDENING:**

It was moved by Mr. Ward, seconded by Mr. Evans to release the maintenance bond for the Traditions at Highland Lakes/Big Walnut Road Widening:

**Traditions at Highland Lakes/Big Walnut Road Widening**

In August, 2004, your Board entered into an Agreement with Toll Brothers, Inc., for the above referenced project. This project has been completed to the satisfaction of this office, and The Engineer is, therefore, requesting approval to release the bond being held as construction surety and that Toll Brothers be released from their responsibility to this project.

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



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RESOLUTION NO. 05-1233

IN THE MATTER OF APPROVING SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME  
FOR THE PROJECT KNOWN AS THE PRIMMER DITCH PETITION PROJECT NEILSON #140 LATERAL  
AND DOWNSTREAM LOGJAM REMOVAL:

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

INVITATION TO BID

Sealed proposals will be received at the **Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 a.m. local time on Wednesday, October 5, 2005** for furnishing all labor, materials and equipment necessary to complete the project known as **Primmer Ditch Petition Project Neilson #140 Lateral and Downstream Logjam Removal Only**, and bids will be opened and read aloud. Contract documents, bid sheets, plans and specifications can be obtained at the Office of the Delaware County Engineer. Bidder must make arrangements to obtain bid packet; they will not be mailed.

Each bidder is required to furnish with its proposal a Bid Guaranty and Contract Bond in accordance with Section 153.54 of the Ohio Revised Code. Bid security furnished in Bond form shall be issued by a Surety Company or Corporation licensed in the State of Ohio to provide said surety.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested herein. Each bidder must submit evidence of its experiences on projects of similar size and complexity, and a complete listing of all subcontractors to be used. The owner intends that this project be finished no later than November 21, 2005.

Any and all prospective bidders are required to attend a Mandatory Pre-Bid Meeting. This meeting will be held at 10:00 on September 26, 2005. The location of this Mandatory Pre-Bid Meeting will be at the Delaware County Engineer’s Office, 50 Channing Street Delaware Ohio 43015.

Bids shall be placed in a sealed envelope marked “SEALED BID FOR PRIMMER DITCH PETITION PROJECT NEILSON #140 LATERAL AND DOWNSTRAM LOGJAM REMOVAL ONLY”.

The Delaware County Commissioners reserve the right to waive irregularities and to reject any and/ or all bids.

Scope of Work

This project consists of the reconstruction of and removal of logjams on 1700 feet of the Neilson #140 lateral of the Primmer #1 main, including the replacement of subsurface drain outlets, the establishment of temporary and permanent easements, and the construction of side inlet erosion control structures. Section 2 is the removal of logjams on the reach of the Primmer #1 main channel beginning at US 36/ SR 37 and ending at the southern terminus of the Primmer #1 – Upstream Phase of the project as well as the placement of fence access gates and the establishment of temporary and permanent easements. The project is located in Brown and Berlin Townships, Delaware County, Ohio. The project will be administered and managed by the Delaware County Engineer’s Office and their designated inspector(s).

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

RESOLUTION NO. 05-1234

IN THE MATTER OF ACCEPTING THE UPDATED DITCH INSPECTION REPORT FOR 2005 AND  
ESTABLISHING PERCENTAGE OF MAINTENANCE ASSESSMENTS FOR 2006:

It was moved by Mr. Ward, seconded by Mr. Evans to accept the updated 2005 Ditch Inspection Report and establish percentage of maintenance assessments for 2006, as follows:

2005 INSPECTION REPORT

General Information

- 1. Name and number of group
- 2. Type of group:                      O=Open Ditch                      T=Tile                      ST=Storm Tile  
                                                 B=Basin                      Swale                      W/W=Waterway  
                                                 S/D=Surface Drain
- 3. Balance of money as of January 1, 2005

Proposed Work

- 1. Brush and cattails:  
Class 1 = Immediate action needed

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- Class 2 = Should be done within a year  
If listed blank = none on project
- 2. Seed marked in lbs.
  - 3. Pipe marked as number needing to be replaced
  - 4. Cost of project to do work
  - 5. Assessment column has percent collected for 2006 and projected income for 2005 and 2006.

(A copy of the report is available for review at the Commissioners Office until no longer of administrative value)

COUNTY 2006 TAXES

Ditch Name	Ditch #	Percent
Scioto Reserve 4-13	0501	2%
Ravines of Alum Creek	0502	2%
Woods of Dornoch Sec. 4	0503	2%
Meadow at Harvest Wind	0504	2%
Vinmar Farms Sec. 2	0505	2%
McCammon Estates Sec. 1	0506	2%
Cross Creek Sec. 3 A & B	0507	2%
Light House Center	0508	2%
Windsong	0509	2%
Campus at Hidden Ravines	0510	2%
McCammon Estates Sec. 2	0511	2%
Foor Concrete Co.	0512	2%
Keller Pines	0513	2%
Summit Homes	0514	2%
Tartan Field 20 A	0515	2%
Tartan Field 21	0516	2%
Preserve at Seldom Seen	0517	2%
Slate Creek	0518	2%
Avonlea	0519	2%
Village at Bale Kenyon	0520	2%
Parkshore 1, 2 & 4	0521	2%

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

RESOLUTION NO. 05-1235

IN THE MATTER OF APPROVING A RIGHT OF WAY PURCHASE AGREEMENT FOR TUSSIC ROAD BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND FRANK L. SCHNEIDER JR.:

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

AGREEMENT

THIS AGREEMENT made at Delaware, Ohio, this 12<sup>th</sup> day of September 2005, by and between FRANK L. SCHNEIDER JR., SELLER and the DELAWARE COUNTY COMMISSIONERS, BUYER:

WITNESSETH:

In consideration of the promises and covenants herein contained, the SELLER agrees to sell and convey and BUYER agrees to purchase road right of way across the real estate described on attached plat. (Available in the County Engineer’s Office)

The purchase of said road right of way is Twenty-four Thousand One Hundred Ninety Five Dollars (24,195.00) for improvements to be paid upon the execution of the Contract of Sale and Purchase.

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

Engineer Chris Bauserman gave the Commissioners an update on the Sunbury Road Bridge over Hoover Reservoir Emergency Closing.

RESOLUTION NO. 05-1236

IN THE MATTER OF APPROVING THE APPOINTMENT OF BOB SINGER TO THE DELAWARE COUNTY REVOLVING LOAN FUND LOAN REVIEW COMMITTEE FOR THE DELAWARE COUNTY RLF

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**PROGRAM:**

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

WHEREAS, Delaware County has established a Revolving Loan Fund (RLF) capitalized with the payback from CDBG loans to local businesses, and

WHEREAS, the Delaware County RLF is intended to facilitate the implementation of job-creating projects that would not go forward without RLF participation, and

WHEREAS, the Revolving Loan Committee has the responsibility of reviewing RLF applications and making recommendations regarding same to the Board of Commissioners; and

WHEREAS, a need exists to appoint a new member to the Delaware County RLF Loan Review Committee representing the Sunbury / Big Walnut Area Chamber of Commerce.

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners does hereby appoint Bob Singer representing the Sunbury / Big Walnut Area Chamber of Commerce to the Area III RLF Loan Review Committee for the Delaware County RLF Program.

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

**RESOLUTION NO. 05 -1237**

**IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS AND OTHER AMENITIES FOR THE ONE STOP OPEN HOUSES :**

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

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

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

WHEREAS, the Delaware County Department of Job and Family Services has responsibility for workforce development activities; and

WHEREAS, the month of September has been declared Workforce Development Month; and

WHEREAS, Delaware County has been awarded State funds for the purpose of recognizing workforce development activities in Delaware County; and

WHEREAS, open houses have been organized for September 13 and 14 for each center to invite the public into the centers to experience services of the One Stop as well as a targeted job fair; and

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

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of Department of Job and Family Services funds in an amount not to exceed \$332.00, to assist in funding the purchase of coffee, meals, refreshments and other amenities for One Stop open houses on September 13 and 14, 2005.

Further Be It Resolved, that the Commissioners Approve a Purchase Order Request to Buehlers in the amount of \$332.00.

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

**RESOLUTION NO. 05-1238**

**IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS DELAWARE CITY SCHOOL SACC; TRI RIVERS DAYCARE AND KINDERCARE:**

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

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## BASIC RATES

### Full-time Week for Licensed Center and Type A Providers: 25 to 60 hours

Hourly: Paid after 60 hours

### Part-time Week for Center and Type A Providers: 8 hours to 24.9 hours

Hourly Paid for .1 hour to 7.9 hours

**Full-time Week for Certified Type B Home Providers: 25 hours to 50 hours**

Hourly: Paid after 50 hours

### Part-time Week for Home Providers: 8 hours to 24.9 hours

Hourly Paid for .1 hour to 7.9 hours

Child Care Provider		Full	Part Time	Hourly
Delaware City School SACC 621 Pennsylvania Ave Delaware, Ohio 43015	<b>Kindergarten SACC</b> 6:30am-6:30pm	\$90.00		\$ 5.39 all children
	8:30am-12:30pm or 11:45am-3:30pm	\$50.00		
	6:30am-12:30pm or 11:45am-6:00pm	\$65.00		
	6:30am-9:00am or 3:15pm-6:00pm	\$50.00		
	<b>Grades 1-4 and Learning Center</b>	\$50.00		
	Before or After	\$65.00		
	Before and After	\$20.00 per visit		
	All day SACC			
<b>Wills 5 and 6</b> Before or After	\$35.00 \$60.00			
Before and After	\$15.00 per visit			
Drop in daily rate				
<b>Dempsey 7-8</b> After school	\$43.00 \$13.00 per visit			
Drop in rate				
Tri Rivers Daycare 2222 Marion-Mt. Gilead Rd. Marion, Ohio 43302	Infant	\$135.00	\$106.17	\$ 5.74
	Toddler	\$123.00	\$ 89.04	\$ 5.00
	Preschool	\$108.00	\$ 72.00	\$ 4.30
Kindercare 861 Eastwind Drive Westerville, Ohio 43081	Infant	\$169.90	\$134.21	\$ 8.76
	Toddler	\$149.42	\$108.70	\$ 6.39
	Preschool	\$133.89	\$ 94.80	\$ 5.84
	Schoolage	\$102.38	\$ 71.99	\$ 5.39

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

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

Delaware City School SACC	22411610-5348	\$20,000.00
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22511607-5348      \$ 1,000.00

Tri Rivers Daycare	22411610-5348	\$ 1,000.00
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Kindercare	22411610-5348	\$ 1,000.00
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Vote on Motion      Mr. Evans      Aye      Mr. Jordan      Aye      Mr. Ward      Aye

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**RESOLUTION NO. 05-1239**

**IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE CAB CO:**

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

**PURCHASE OF  
TRANSPORTATION SERVICE CONTRACT**

This Contract is made and entered into this 12<sup>th</sup> day of September 2005 by and between the Delaware County Department of Job and Family Services (DCDJFS) and the Delaware Cab Co. (Provider).

1. **PURCHASE OF SERVICES:** Subject to terms and conditions set forth in this Contract and, if applicable, any and all attached exhibits, which by this reference are incorporated fully into this Contract, DCDJFS agrees to purchase for, and the provider agrees to furnish to, referred individuals the specific transportation services detailed in this agreement.
2. **CONTRACT PERIOD:** This contract will be effective from September 14, 2005 through September 13, 2006 inclusive unless otherwise terminated.
3. **AVAILABILITY OF FUNDS:** Payments for all services provided in accordance with the provisions of this contract are contingent upon the availability of state, federal, and local funding as determined by the DCDJFS.
4. **COST AND DELIVERY OF PURCHASED SERVICES:** The amount to be paid for such services will be based on the following criteria established by DCDJFS. Reimbursement under this agreement will be by fixed unit rate. The rate of charge shall be as follows:
  5. \$4.00 - Flat rate anywhere in Delaware city limits
  6. \$0.85 - Per mile for travel beyond Delaware city limits

Provider shall submit to DCDJFS a monthly report of persons served, dates of service provided, rates charged, and required verifications.

Consistent with O.R.C. § 307.86(D), this purchase is made by a county department of job and family services under O.R.C. § 329.04 of the Revised Code and consists of family services duties or workforce development activities.

The total amount of this contract shall not exceed a maximum of \$150,000.00.

7. **REFERRAL AND MONITORING PROCEDURES:**

Delaware County Department of Job and Family Services Responsibilities:

- A. Call referral to Delaware Cab Co. at least twenty-four (24) hours prior to the time service is needed, except in emergency.
- B. Provide a written authorization of people needing the service to the Delaware Cab Company.
- C. Provide information concerning:
  1. When- time, date,
  2. Place- pick up and destination,
  3. Client name and applicable program,
  4. Which clients should have verification of their attendance at an appointment.
- D. Provide both telephone and written notice of any changes in ridership or times.

Delaware Cab Company Responsibilities:

Provide taxi service:

1. On an as-needed basis (in emergencies).
2. On a pre-arranged schedule.

Provide services within the time lines given.

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Notify DCDJFS staff of a no-show if occurrence is the second consecutive occurrence.

Consult with appropriate staff on issues concerning times for pick-up and drop-off.

Keep accurate records of services and send a monthly statement of services provided and charges.

Immediately notify the supervisor or the director of any accident or incident, no matter how minor, that involves a client covered by this contract. DCDJFS will give the Provider a list of contact numbers to use should such notification be required.

1. **PAYMENT FOR PURCHASED SERVICES:** Provider will, within thirty days of the end of each month, submit an invoice to the DCDJFS covering purchased services rendered to eligible individuals. For each service covered in this Contract, such invoices shall include monthly actual expenditures, the names of persons served, number of units, and amount claimed based on the fees negotiated and established in this Contract. Invoices shall also include required provider verifications. Before making payment, the DCDJFS will review all such invoices for completeness and all necessary information. Such review will be completed within thirty days after receipt of an invoice. The reported expenditures submitted are subject to adjustment by the DCDJFS before such payment is made in order to adjust for mathematical errors, incorrect rates, or non-covered services. The reported expenditures are also subject to audit by appropriate state or federal officials. All services will be reimbursed at one hundred percent of the correct invoice total.

DCDJFS shall not be required to pay and the Provider understands and agrees that DCDJFS will not pay any administrative costs or fees or other charges beyond the fees negotiated in this Contract.

7. **INDEPENDENT CONTRACTORS:** The Provider understands and agrees that the Provider shall provide such services for the DCDJFS as an independent contractor and, as such, is not an employee of the DCDJFS, Delaware County, Ohio or the Ohio Department of Jobs and Family Services and as such is not entitled to any of the benefits of employment with the DCDJFS, Delaware County, Ohio or the Ohio Department of Jobs and Family Services. The Provider understands and agrees that as an independent contractor the Provider is responsible for complying with all federal, state and local laws, including but not limited to: reporting income for federal, state and local income tax purposes; reporting for and paying self employment taxes; reporting for and paying for workers compensation; establishing a retirement plan, if desired; and/or purchasing hospitalization and other insurance coverage, if desired.
8. **DUPLICATE BILLING:** Provider warrants that claims made to DCDJFS for payment for purchased services shall be actual services rendered to eligible individuals and will not duplicate claims made by Provider to other sources of funds for the same services.
9. **FINANCIAL RECORDS:** The Provider shall maintain independent books, records, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. Such reports shall be subject to and made available at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
10. **AVAILABILITY AND RETENTION OF RECORDS:** The Provider understands and agrees that it shall maintain and preserve in its possession for a period of six (6) years from the date of the termination of this Contract and/or the submission of DCDJFS's final expenditure report, which ever is later, all financial records and documents related to this Contract, including, but not limited to, any and all documentation used by the Provider in the administration of the program. Likewise, the Provider understands and agrees that it shall assure the maintenance and preservation of such records and documentation in the possession of any third party performing work related to this Contract, for a like period of time, unless otherwise directed by the DCDJFS.  
  
If any litigation, action, claim, negotiation, audit, or other act involving the records or this Contract is filed or is started before the expiration of the six (6) year period, the Provider understands and agrees that it shall maintain and preserve such records and shall assure that any such records in the possession of a third party will be maintained and preserved until completion of the litigation, action, claim, negotiation, audit, or other act and all issues which arise or are connected to it, or until the end of the six (6) year period, whichever is later.
11. **RESPONSIBILITY FOR AUDIT EXCEPTIONS:** Provider understands and agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate state or federal audit directly related to provision of services under this Contract.
  - (A) The provider agrees to pay the DCDJFS the full amount of payment received for duplicate billing, erroneous billing, deceptive claim, or falsification.

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- (A) As used in this section “deceptive” means: knowingly deceiving another or causing another to be deceived, by a fake or misleading representation, by withholding information, by preventing another from acquiring information, or by any other act, conduct, or omission which created, confirms, or perpetuates a fake impression in another, including a fake impression as to law, value, state of mind or other objective or subjective fact.
12. **SAFEGUARDING OF CLIENT:** The Provider understands and agrees that any and all information the Provider receives from DCDJFS or by any other means concerning individuals eligible for services under this Contract and/or information concerning any clients of the DCDJFS, no matter the nature, is strictly confidential. The Provider further understands and agrees that any disbursement, use or disclosure of such information, is prohibited, except upon the written consent of the eligible individual or his responsible parent or guardian, and may result in the termination of this Agreement.
13. **CIVIL RIGHTS:** DCDJFS and Provider agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the provider will 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 under this contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.
14. **INDEMNITY AND INSURANCE**
- (A) **INDEMNITY:** To the fullest extent of the law, the Provider agrees that it will indemnify, defend and save and hold harmless the DCDJFS, the Ohio Department of Job and Family Services, Delaware County, Ohio, and the Delaware County Board of Commissioners and each of their respective officers, employees, agents, representatives, and volunteers against any and all liability, loss, damage, and/or related expenses, whatever the nature, incurred through the performance of or provision of services under this contract.
- The Provider shall undertake to defend, at its own expense, any and all actions, claims, or demands, whatever the nature, brought against DCDJFS, the Ohio Department of Job and Family Services, Delaware County, Ohio, and the Delaware County Commissioners and each of their respective officers, employees, agents, representatives, and volunteers by reason of or through the performance of this Contract, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including, but not limited to the provision of an attorney and payment of attorney’s fees.
- (B) **INSURANCE:** Provider agrees to contract for general liability insurance up to \$1,000,000 per occurrence and name DCDJFS and Delaware County, Ohio as additional insureds on such insurance policy. Provider shall provide DCDJFS with a copy of such insurance policy prior to any performance required by or under this Contract.
- (C) Provider shall maintain insurance on any and all vehicles used in connection to the performance required by or under this Contract in compliance with the laws of the state of Ohio and in an amount adequate to protect the Provider and DCDJFS, Delaware County, Ohio and the Ohio Department of Job and Family Services and any of their respective officers, employees, agents, representatives, and volunteers. Provider shall provide a copy of such insurance policy to DCDJFS prior to any performance required by or under this Contract.
1. **TERMINATION:** This contract shall terminate automatically if the Provider fails to meet all licensing requirements imposed by law or insurance requirements imposed by this Contract. This Contract may also be terminated on the basis of adverse finding in an audit or at anytime upon thirty days written notice by either party.
2. **PUBLICITY:** In any publicity release or other public reference including media release, information pamphlets, etc., on the services provided under this agreement, it will be clearly stated that the project is in part funded under Title XIX through federal and state reimbursement.
3. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The Provider agrees as a condition of the contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794), all requirements imposed by the applicable HHS regulations (45 CFR 84) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this contract.
4. **AMENDMENT OF CONTRACT:** This contract may be amended at anytime by a written amendment

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signed by both parties. Reasons for amendment may include, but are necessarily limited to, the following:

- (A) The quality and extent of purchased services furnished by provider has been reduced or improved.
- (B) The maximum unit rate has varied significantly from actual cost.
- (C) The Provider fails to meet the necessary state and federal licensing requirements.

- LIMITATIONS ON CHARGES PER PERSON AND MILEAGE: The Provider understands and agrees that it shall not duplicate the charge in the event that more than rider would be utilizing the vehicle at the same time. The unit rate per mile charge would be applied for distance traveled, calculated from the point of origin or base of the cab company, whichever is less, to the client's destination and return to the cab company or next fare, whichever is shorter.
- RESOLUTION OF DISAGREEMENT: The DCDJFS and the Provider agree to the following hierarchy in resolving disagreements related to this contract:  
  
Level I Supervisor/Cab Company Operator  
Level II DCDJFS Director/Cab Company Operator
- GENERAL CONDITIONS: Changes in schedule shall be provided with as much advance notice as possible. Pick up may be canceled with a one-half day notice. Drivers will provide assistance to rider as agreed to in referral schedule.
- AUTHORITY TO SIGN: Provider states and agrees that the individual(s) who, on behalf of the Provider, have reviewed this Contract and effectuate this Contract by attaching their signatures below are officers of the Provider and are authorized to and have authority to enter this Contract on behalf of the Provider and by so signing have authority to bind and does bind the Provider to any and all terms of this Contract.
- SEVERABILITY: If any item, condition, portion, or section of this Contract 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 Contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with
- ENTIRE CONTRACT: This Contract and its Attachments (if applicable) shall constitute the entire understanding and agreement between DCDJFS and Provider, 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.

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

Delaware Cab	22411601-5355	\$73,000.00
	22511607-5355	\$ 2,000.00

Vote on Motion	Mr. Ward	Aye	Mr. Jordan	Aye	Mr. Evans	Aye
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**RESOLUTION NO. 05-1240**

**IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND DELAWARE GENERAL HEALTH DISTRICT AS FISCAL AND ADMINISTRATIVE AGENT OF THE DELAWARE COUNTY FAMILY AND CHILDREN FIRST COUNCIL:**

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

**PURCHASE OF SERVICE CONTRACT  
BETWEEN THE DELAWARE COUNTY  
DEPARTMENT OF JOB AND FAMILY SERVICES  
AND  
DELAWARE GENERAL HEALTH DISTRICT AS FISCAL AND ADMINISTRATIVE AGENT OF THE  
DELAWARE COUNTY FAMILY AND CHILDREN FIRST COUNCIL**

This Contract is made and entered into on the 12<sup>th</sup> day of September, 2005 between Delaware County Department of Job and Family Services a department of the Delaware County Commissioners, hereinafter



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referred to as "DCDJFS" and the DELAWARE GENERAL HEALTH DISTRICT as fiscal and administrative agent of the Delaware County Family and Children First Council, hereinafter referred to as ADGHD®.

1. **PURPOSE OF CONTRACT:** The Help Me Grow program includes Welcome Home visits for newborns, Early Start, and Early Intervention services. The purpose of this Contract is to outline the Programmatic and Fiscal relationships between the DCDJFS and DGHD for the implementation of Help Me Grow Services. Services being provided are detailed in the Help Me Grow Program Plan.
2. **AGREEMENT PERIOD:** This Contract will be effective from July 1, 2005 through June 30, 2006, inclusive, unless otherwise terminated.
3. **LIMITATION OF SOURCE OF FUNDS:** Provider warrants that any costs incurred pursuant to this Contract will not be allowable to, or included as a cost of any other federally financed program in either the current or a prior period.
4. **FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Contract, the DCDJFS agrees to reimburse the DGHD for actual costs for services outlined in the Help Me Grow Program Plan document. Said reimbursement shall not exceed \$204,385. The payment for services provided by this Contract is contingent upon the availability of funds specifically allocated for the Help Me Grow Program.

The DGHD agrees to submit a request for payment for services and operations costs to the DCDJFS on a monthly basis. The DCDJFS agrees to review the request for payment and authorize adjustments, if needed. The DGHD will perform monthly reconciliation of billings and will make adjustments within the subsequent month. Payment will be issued within 10 working days of receipt of the request and in compliance with the Cash Management Improvement Act (CMIA).

5. **INDEPENDENT CONTRACTORS:** Providers, agents and employees of the provider will act in performance of this Contract in an independent capacity, and not as officers or employees or agents of the State of Ohio, the DCDJFS, or Delaware County Board of Commissioners or Delaware County.
6. **INFORMATION REQUIREMENTS:** The DGHD must provide the DCDJFS with the appropriate information necessary to support the county's state and federal Help Me Grow Program administrative requirements. DGHD will provide information necessary to meet the specific fiscal and program requirements contained in the contract. The DCDJFS will provide DGHD with necessary information regarding participants as specified in the Help Me Grow Program Plan document.
7. **SERVICE DELIVERY RECORDS:** The DGHD shall maintain records of services provided to Help Me Grow eligible recipients. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
8. **DUPLICATE BILLING/OVERPAYMENT:** DGHD warrants that claims made to DCDJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by provider to other sources of funds for the same service. In the case of overpayments, the DGHD agrees to repay the DCDJFS the amount entitled.
9. **FINANCIAL RECORDS:** The DGHD shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
10. **AVAILABILITY AND RETENTION OF RECORDS:** DGHD shall maintain and preserve all financial, program/services delivery and eligibility determination records related to this Contract, including any other documentation used in the administration of the program, in its possession for a period of three (3) years from the date of the submission of DCDJFS's final expenditure report, and/or will assure the maintenance of such for a period of time in the possession of any third party performing work related to this Contract unless otherwise directed by the DCDJFS.

If any litigation, claim, negotiation, audit or other action involving the records has been started before the expiration of the three (3) year period, DGHD shall retain the records until the completion of the action and all issues which arise from it or until the end of the three (3) year period, whichever is later.

11. **RESPONSIBILITY FOR INDEPENDENT AUDIT:** DGHD agrees to, if required by the director of DCDJFS on the basis of evidence of misuse or improper accounting of funds or service delivery records for which the provider is responsible, have conducted an independent audit of expenditures and records of service delivery and make copies of the audit available to the DCDJFS. Any and all costs of such an independent audit shall be the sole responsibility of the DGHD.

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12. **RESPONSIBILITY OF AUDIT EXCEPTIONS:** DGHD agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate County, State or Federal Audit and the Independent Audit described in Section 11 related to the provisions of services under this Contract  
  
The DGHD agrees to reimburse the DCDJFS and the County the amount of any Audit Exception designated by appropriate County, State, Federal and Independent Audit.
13. The DGHD agrees to maintain compliance with state, federal and local regulations which govern the services provided under the Help Me Grow Program. DGHD is also responsible for audit liabilities related to this program and will maintain appropriate records for audit purposes.
14. **SAFEGUARDING OF CLIENT:** DGHD and DCDJFS agree that the use or disclosure by any party of any information concerning eligible individuals for any purpose not directly related with the administration of the DCDJFS or DGHD responsibilities with respect to purchased services is prohibited except upon the written consent of the eligible individual or his responsible parent or guardian.
15. **CIVIL RIGHTS:** DCDJFS and DGHD agree that as a condition of this contract, there shall be no discrimination against any client or any employee because of race, color, sex, religion, national origin, handicap, or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the provider will 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 under this Contract. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.
16. **FAIR HEARING:** DCDJFS is responsible for fulfilling responsibilities relative to Help Me Grow participants appeal and state hearings in accordance with State Regulations. The DGHD and its Providers, agents, etc. shall be under the direction of the DCDJFS, assist in the informational gathering and support process related to the state hearing process.
17. **LIABILITY REQUIREMENTS:** (Other than audit) To the extent permitted by law, each agency agrees to hold the other agency harmless from liability suits, losses, judgements, damages, or other demands brought as a result of its actions or omissions in performance of this Contract. However, in the event that an agency is subject to liability, suits, losses, judgements, damages or other demands which are due to the acts or omissions of the other agency, the other agency will not be held harmless to the extent permitted by law.
18. **RESPONSIBILITIES OF DCDJFS:** Pursuant to the Director of the Ohio Department of Job and Family Services (ODJFS) and by designation of the Delaware County Board of Commissioners the DCDJFS is responsible for administration of the Help Me Grow Program in the County of Delaware, in the State of Ohio; furthermore, DCDJFS shall retain final authority for administrative and policy decisions related to services delivered through this Contract related to the Help Me Grow Funds.
19. **PERFORMANCE STANDARDS:** ODJFS requires that the program include core services which must be incorporated in a plan prepared in conjunction with the Delaware County Family and Children First Council and approved by ODJFS.
20. **MONITORING AND EVALUATION:** DCDJFS and DGHD will monitor the manner in which the terms of the Contract are being carried out, services delivered and evaluated the extent to which the program/services are being achieved.
21. **TERMINATION:** This Contract shall terminate automatically if the provider fails to meet all licensing requirements imposed by law. This Contract may also be terminated at any time upon ten (10) days' written notice by either party. In the event that federal funding is no longer available for this program, therefore, requiring changes of termination for this reason will be effective on the date that the reimbursement is no longer available.
22. **AMENDMENT OF AGREEMENT:** This Agreement may be amended at any time by a written amendment signed by all parties. Reasons for amendment may include, but are not necessarily limited to, the following:
  - 1) The quality or extent of purchased services furnished by provider has been reduced or improved.
  - 2) The maximum unit rate has varied significantly from actual cost.
  - 3) The provider fails to meet the necessary state and federal licensing requirements.

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23. **PARTIAL INVALIDITY:** A judicial or administrative funding order or decision that any part of this Contract is illegal or invalid shall not invalidate the remainder of the Contract.
24. **PUBLICITY:** In any publicity release or other public reference, including media release, information pamphlets, etc. on the services provided under this Contract, it will be clearly stated that the project is funded by ODJFS, through the Delaware County Commissioners and the DCDJFS.
25. **ACCESSIBILITY OF PROGRAM TO HANDICAPPED:** The DGHD agrees as a condition of the Contract to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Contract.
26. **DRUG-FREE WORKPLACE:** The DGHD certifies and affirms that, as applicable to the DCDJFS, any staff, subcontractor and/or independent contractor, including all field staff, agree to comply with all applicable state and federal laws regarding a drug-free workplace.

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

FCFC Help Me Grow	22411601-5301	\$ 68,128.33				
Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Aye

**RESOLUTION NO. 05-1241**

**IN THE MATTER OF APPROVING CHANGE ORDERS WITH TRUCCO CONSTRUCTION COMPANY, INC.:**

It was moved by Mr. Evans, seconded by Mr. Ward to approve the Change Orders as follows:

**Perry-Taggart Sanitary Sewer Improvements**

**Trucco Construction Company**  
**Change Order #2 – S04-1 Deduct Tunnel B**

Bid Proposal	\$	16,215,835.00
Previous Chang Orders	\$	0.00
Decrease CO # 2	(\$	97,603.00)
Total Contract to Date	\$	16,118,232.00

<b>Change Order #3 – S04-1 Deduct Tunnel F</b>		
Bid Proposal	\$	16,215,835.00
Previous Chang Orders	\$	97,603.00
Decrease CO # 3	(\$	46,164.28)
Total Contract to Date	\$	16,072,067.72

<b>Change Order #4 – S04-1 Service lateral repair</b>		
Bid Proposal	\$	16,215,835.00
Previous Chang Orders	(\$	143,767.28)
Increase CO # 4	\$	2,694.63
Total Contract to Date	\$	16,074,762.35

<b>Change Order #5 – S04-1 Deepening of Sewer between Manholes 22 and 27A</b>		
Bid Proposal	\$	16,215,835.00
Previous Chang Orders	(\$	141,072.65)
Increase CO # 5	\$	294,236.13
Total Contract to Date	\$	16,368,998.48

**Order # 6 –S04-1 Reduced length of Tunnel E**

Bid Proposal	\$	16,215,835.00
Previous Chang Orders	\$	153,163.48
Decrease CO # 6	(\$	56,300.00)
Total Contract to Date	\$	16,312,698.48

Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Aye
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RESOLUTION NO. 05-1242

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

John Bruzzese has resigned his intern position with the Sanitary Engineer’s Department; effective date September 2, 2005.

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

RESOLUTION NO. 05-1243

IN THE MATTER OF APPOINTING MICHAEL BUTLER AS THE DELAWARE BOARD OF COUNTY COMMISSIONERS’ REPRESENTATIVE TO THE DELAWARE COUNTY DISTRICT LIBRARY BOARD:

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

Whereas,                      The Board of Commissioners of Delaware County is responsible to make appointments from the public to various boards, councils and committees, and

Whereas,                      the Board of Commissioners of Delaware County shall appoint an individual to the Delaware County District Library Board for a two and half year term, completing a seven year term, beginning September 12, 2005, and ending December 31, 2007, and

Therefore, be it resolved that the Board of Commissioners at Delaware County, State of Ohio, appoint Michael Butler to the Delaware County District Library Board.

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

RESOLUTION NO. 05-1244

IN THE MATTER OF SETTING DATE AND TIME FOR FILING APPLICATIONS FOR DESIGNATION OF PUBLIC DEPOSITORY OF ACTIVE (PUBLIC) FUNDS FOR DELAWARE COUNTY FOR A FOUR YEAR PERIOD COMMENCING DECEMBER 1, 2005 PURSUANT TO PROVISIONS OF SECTION 135.33 OF THE OHIO REVISED CODE:

It was move by Mr. Ward, seconded by Mr. Evans to set Monday, October 24, 2005, at 2:00 p.m. at the Commissioners Office, 101 North Sandusky Street, Delaware, Ohio, as the deadline for filing the active depository designation of County Active Funds for a four year period commencing December 1, 2005. The County Treasurer having estimated that the total aggregate of all such active fund public depositories in the County Treasury during this period will not exceed \$50,000,000.00. Further, the Board of Commissioners shall designate said depositories.

The Clerk shall give notice of this action to all eligible institutions.

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

RESOLUTION NO. 05-1245

IN THE MATTER OF APPROVING AN ASSIGNMENT OF REAL ESTATE PURCHASE CONTRACT BETWEEN THE DELAWARE COUNTY COUNCIL FOR OLDER ADULTS AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS:

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

Assignment of Real Estate Purchase Contract

In consideration of one dollar and other good and valuable consideration, the receipt of which is acknowledged, the Delaware County Council for Older Adults (the “Assignor”) hereby sells, assigns, transfers, and sets over to the Delaware County Board of Commissioners (the “Assignee”) all of its rights, title, and interest as Buyer in the Real Estate Purchase Contract dated as of April 20, 2005, between Melanie Metzler and the Assignor, executed by Melanie Metzler as Seller and optionor and the Delaware County Council For Older Adults and Buyer and optionee, covering approximately 13.24 acres of real property in the Township of Liberty, County of Delaware, State of Ohio, and particularly described in Agreement (the “Real Property”).

The Assignor represents to the Assignee that the option to purchase the Real Property has not been exercised, that the period of the option will expire on October 1, 2005, and that the option and Real Estate Purchase

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Contract has not been rescinded or modified.

This Agreement shall constitute the entire understanding and agreement between the Assignor and Assignee, 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.

This Agreement may be signed in counterpart originals.

The parties state and agree that the individuals signing below have reviewed this Agreement and hereby effectuate this Agreement by attaching their signatures below, and further are authorized to and have authority to enter this Agreement on behalf of the respective parties and by so signing have authority to bind and do bind the respective parties to any and all terms of this Agreement.

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

RESOLUTION NO. 05-1246

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR PERMANENT IMPROVEMENT:

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

Supplemental Appropriation		Amount
40111402-5450	Permanent Improvement/Machinery & Equipment	\$ 12,000.00

Further Be It Resolved, that the Commissioners approve a Purchase Order Request to Northwestern Ohio Security Systems in the amount of \$12,000.00.

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

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

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Letha George, Clerk to the Commissioners