

COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 26, 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,
Absent: James D. Ward

PUBLIC COMMENT

Presentation Pat Foor Delaware Area Career Center

RESOLUTION NO. 05-1289

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0923 AND 0923A:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve payment of warrants in batch numbers CMAPR0923 and 0923A and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
Ben Shroyer	Decon Trailers	21511309-5450	\$ 20,227.60
Treasurer, State of OH	Annual Discharge Fee	65211919-5380	\$ 5,200.00
Treasurer, State of OH	Annual Discharge Fee	65211905-5380	\$ 5,200.00
Treasurer, State of OH	Annual Discharge Fee	66011910-5380	\$ 200.00
H R Gray & Assoc Inc.	Legal Services/Perry Taggart	65511918-5301	\$ 5,970.00
Decrease			
Mcwherters Petroleum	Diesel fuel	10011106-5228	\$ 10,000.00
Increases			
BP Products of N. America Inc.	Gasoline	10011106-522822801	\$ 18,000.00
Childrens World/Oak Creek	Day Care	22411610-5348	\$ 1,000.00
Kathleen Imhoff	Day Care	22411610-5348	\$ 1,500.00
Donna Wyrick Measmer	Day Care	22411610-5348	\$ 3,000.00
Tina Fleshman	Day Care	22411610-5348	\$ 1,500.00
Donna Teegarden	Day Care	22411610-5348	\$ 3,000.00
Kindercare/Tara Hill	Day Care	22411610-5348	\$ 1,500.00
Office Max	Supplies	22411605-5201	\$ 2,000.00
Noah's Ark Learning	Day Care	22411610-5348	\$ 4,000.00
LaPetite Summitview	Day Care	22411610-5348	\$ 4,000.00
LaPetite/ E. Walnut	Day Care	22411610-5348	\$ 2,000.00
Kindercare/Neverland	Day Care	22411610-5348	\$ 4,000.00
Quality Control Inspection Inc.	Contracted Inspection Services	65111904-5301	\$ 50,000.00
Vouchers			
Polydyne R2	Chemical Polymer	65211919-5290	\$ 9,775.00
AEP	Monthly Service	65211905-533833802	\$ 17,900.33
AEP	Monthly Service	65211919-533833802	\$ 29,083.89
AEP	Monthly Service	65211905-5338	\$ 10,507.57
Trucco Construction Co. Inc.	Const. /Perry Taggart Sewer	65511918-5415	\$ 753,658.94
Kokomo Academy	Residential Treatment	22511608-5342	\$ 6,240.00
Childrens Comprehensive	Residential Treatment	22511607-5342	\$ 20,000.00
Kokomo Academy	Residential Treatment	22511608-5342	\$ 5,456.00
House of New Hope Inc.	Residential Treatment	22511607-5342	\$ 7,533.91
PC Support For You	Repairs/Lightening Damage	60111901-5370	\$ 21,930.46
OH Dept of JFS	Medicaid 3rd Party Settlement	60211902-5370	\$ 5,570.24
Childcare Unlimited/Sunbury	Day Care	22411610-5348	\$ 8,309.51
Delaware Area Career Center	ABLE/July	22411603-5348	\$ 6,010.00
Foremost Safety Solutions, Inc.	Supplies for SOS Program	21511309-5260	\$ 10,493.75
Ameritas Group Dental	October Premiums	75010903-5370	\$ 17,842.80
Memo Transfers			
To:	From:		
Family Children's First 70161607-4501	Job and Family 22411601-5301	Help Me Grow	\$ 6,305.08
Family Children's First 70161607-4501	Job and Family 22411601-5301	Help Me Grow	\$ 6,972.72

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

RESOLUTION NO. 05 -1290

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Prosecutor’s Office is requesting that Traci Beck attend a How to Design Brochures, News Letters and Ads Seminar in Columbus, Ohio December 1, 2005, at the cost of \$99.00.

The Environmental Services Department is requesting that Paul Sandstrom attend a Conducting Effective Internal Investigations in Columbus, Ohio September 28, 2005, at the cost of \$295.00.

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

RESOLUTION NO. 05-1291

IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 4.802 ACRES OF LAND IN DELAWARE TOWNSHIP TO THE CITY OF DELAWARE:

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

Whereas, on August 19, 2005, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Jill Stemen Tangemam, agent for the petitioners, of 4.802 Acres, more or less, in Delaware Township to the City of Delaware.

Whereas, ORC Section 709.023-Expedited Type 2 Annexation Petition; Petitions By All Property Owners With Or Without Consent of Municipality & Township(s) – If the Municipality or Township does not file an objection within 25 days after filing of annexation, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation.

Whereas, 25 days have passed and the Clerk of the Board has not received an objection from the City of Delaware or the Township of Delaware.

Therefore, Be It Resolved, the Delaware County Board of Commissioners grants the annexation petition request to annex 4.802 Acres, more or less, in Delaware Township to the City of Delaware.

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

RESOLUTION NO. 05-1292

IN THE MATTER OF GRANTING THE ANNEXATION PETITION OF 1.446 ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF POWELL:

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

Whereas, on August 23, 2005, the Clerk to the Board of the Delaware County Commissioners received an annexation petition filed by Jim Lubinsky, Remax Affiliates Inc., agent for the petitioners, of 1.446 Acres, more or less, in Liberty Township to the City of Powell.

Whereas, ORC Section 709.023-Expedited Type 2 Annexation Petition; Petitions By All Property Owners With Or Without Consent of Municipality & Township(s) – If the Municipality or Township does not file an objection within 25 days after filing of annexation, the Board at its next regular session shall enter upon its journal a resolution granting the proposed annexation.

Whereas, 25 days have passed and the Clerk of the Board has not received an objection from the City of Powell or the Township of Liberty.

Therefore, Be It Resolved, the Delaware County Board of Commissioners grants the annexation petition request to annex 1.446 Acres, more or less, in Liberty Township to the City of Powell.

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

RESOLUTION NO. 05-1293

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENT FOR CHESHIRE WOODS SECTIONS 2-4 PRE-GRADE PLAN:

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

Cheshire Woods Sections 2-4 Pre-Grade Plan

SUBDIVIDER’S AGREEMENT

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THIS AGREEMENT made and entered into this 26th 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 **CHESHIRE WOODS LLC**, hereinafter called the **SUBDIVIDER**, as evidenced by the Pre-Grading Plan for “**CHESHIRE WOODS SECTIONS 2-4**” which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

1. The **SUBDIVIDER** is to perform said work 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 post a bond in the amount of \$274,899 payable to the Delaware County Commissioners to ensure the performance of said work.
4. The **SUBDIVIDER** shall deposit **TWENTY-TWO THOUSAND DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. 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**.
5. The **SUBDIVIDER** is to complete all work to the satisfaction of the **COUNTY**.
6. 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.
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 and use the surety for the completion of the improvement.
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. Ward Absent Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 05-1294

IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR ESTATES OF GLEN OAK SECTION 4, PHASE A:

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

Estates of Glen Oak Section 4, Phase A

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 **\$39,500** 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, Dominion Homes.

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

RESOLUTION NO. 05-1295

IN THE MATTER OF APPROVING THE RELEASE OF THE MAINTENANCE BOND FOR AVONLEA SUBDIVISION-S. OLD STATE ROAD WIDENING:

It was moved by Mr. Evans, seconded by Mr. Jordan to release the maintenance bond for the Avonlea Subdivision-S. Old State Road Widening:

Avonlea Subdivision-S. Old State Road Widening

In February, 2005, your Board entered into agreement with Planned Communities, Inc. for the above referenced project. Planned Communities has since completed this project to the satisfaction of this office. The Engineer

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is, therefore, requesting approval to return the Letter of Credit posted as construction surety and that Planned Communities be released from their responsibility to this project.

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

RESOLUTION NO. 05 -1296

IN THE MATTER OF APPROVING THAT ACTION BE TAKEN AGAINST THE BOND OF DOMINION HOMES FOR CONSTRUCTION OF ESTATES OF GLEN OAK SECTION 3, PHASES A AND B:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve taking action against the bond of Dominion Homes:

Estates of Glen Oak Section 3, Phases A and B

In September, 2003, your Board entered into agreement with Dominion Homes for the above referenced project. In April, 2005, The Engineer sent Dominion a Pre-final Punchlist, outlining the items needed to complete the project. On September 12, 2005, The Engineer sent a letter via Registered Mail advising of the items still needed to complete the project and that he would request action be taken against their construction surety should these items not be completed by the bond expiration which is October 6, 2005. The Engineer is therefore, requesting approval to take action against their bond should they fail to complete the necessary items by that date.

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

RESOLUTION NO. 05 -1297

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

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

Permit #	Applicant	Location	Type of Work
U05152	Sprint	Various County Roads	Replace buried cables
U05167	Columbia Gas	Bale Kenyon Road	Install gas main
U05168	American Electric Power	Home Road	Relocate overhead power line
U05170	Verizon	N. Old State Road	Place telephone cable
U05171	American Electric Power	Home Road	Install pole
U05172	American Electric Power	W. Orange Avenue	Install poles
U05173	Columbia Gas	Green Meadows Drive	Install gas main
U05174	American Electric Power	Hughes Road	Install poles

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

RESOLUTION NO. 05-1298

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE STATE OF OHIO, DEPARTMENT OF TRANSPORTATION, AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS FOR THE RELOCATION OF GREEN MEADOWS DRIVE:

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

LPA FEDERAL LOCAL-LET PROJECT AGREEMENT

THIS AGREEMENT is made by and between the State of Ohio, Department of Transportation, hereinafter referred to as ODOT, 1980 West Broad Street, Columbus, Ohio 43223 and the Delaware County Board of Commissioners, hereinafter referred to as the LPA, 101 North Sandusky Street, Delaware County Courthouse, Delaware, OH 43015.

1. PURPOSE
- 1.1 The National Transportation Act has made available certain Federal funding for use by local public authorities. The Federal Highway Administration (hereinafter referred to as FHWA) designated ODOT as the agency in Ohio to administer FHWA’s Federal funding programs.
- 1.2 Section 5501.03 (C) of the Ohio Revised Code provides that ODOT may coordinate its activities and enter into contracts with other appropriate public authorities to administer the design, qualification of bidders, competitive bid letting, construction, inspection, and acceptance of any projects administered by ODOT, provided the administration of such projects is performed in accordance with all applicable Federal and

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State laws and regulations with oversight by ODOT.

- 1.3 **DEL-SR750-5.53, PID Number 79367**, (hereinafter referred to as the PROJECT) is a transportation activity eligible to receive Federal funding.
- 1.4 The purpose of this Agreement is to set forth requirements associated with the Federal funds available for the PROJECT and to establish the responsibilities for the local administration of the PROJECT.
2. **LEGAL REFERENCES**
 - 2.1 This Agreement is authorized by the following statutes and/or policies, which are incorporated in their entirety:
 - a. Section 5501.03(C) of the Ohio Revised Code;
 - b. ODOT Policy No. 25-001(P), Development Process Policy for Locally-Administered Transportation Projects;
 - c. ODOT Locally Administered Transportation Projects, Manual of Procedures; and
 - d. National Transportation Act, Title 23, U.S.C.; 23 CFR 635.105.
 - 2.2 The LPA shall comply with all applicable Federal and State laws, regulations, executive orders, and applicable ODOT manuals and guidelines. This obligation is in addition to compliance with any law, regulation, or executive order specifically referenced in this Agreement.
3. **FUNDING**
 - 3.1 The total cost for the PROJECT is estimated to be **\$1,300,000** as set forth in Attachment 1. ODOT shall provide to the LPA **100 percent (100%)** of the eligible costs, up to a maximum of **\$1,300,000** in Federal/State funds. This maximum amount reflects the funding limit for the PROJECT set by the applicable Program Manager. Unless otherwise provided, funds through ODOT shall be applied only to the eligible costs associated with the actual construction of the transportation project improvements and construction engineering and inspection activities.
 - 3.2 The LPA shall provide all other financial resources necessary to fully complete the PROJECT, including all cost overruns and contractor claims.
4. **PROJECT DEVELOPMENT AND DESIGN**
 - 4.1 The LPA and ODOT agree that the LPA is qualified to administer this PROJECT and is in full compliance with all LPA participation requirements.
 - 4.2 The LPA and ODOT agree that the LPA has received funding approval for the PROJECT from the applicable ODOT Program Manager having responsibility for monitoring such projects using the Federal funds involved.
 - 4.3 The LPA shall design and construct the PROJECT in accordance with a recognized set of written design standards. The LPA shall (**option one**: follow its own formally written set of local design standards **or option two**: make use of ODOT's Location and Design Manual (L&D), or the appropriate AASHTO publication. Even though the LPA may use its own standards, ODOT may require the LPA to use a design based on the L&D manual for projects that contain a high crash rate or areas of crash concentrations. Where the LPA has adopted ODOT standards for the PROJECT, the LPA shall be responsible for ensuring that any ODOT standards used for the PROJECT are current and/or updated. The LPA shall be responsible for periodically contacting the ODOT District LPA Coordinator or through the following Internet website for any changes or updates: www.dot.state.oh.us/drrc).
 - 4.4 The LPA shall (**option one**: designate an LPA employee, who is a registered professional engineer, to act as the PROJECT Design Engineer and serve as the LPA's principal representative for attending to PROJECT responsibilities; **or option two**: engage the services of a pre-qualified ODOT consultant who has been chosen using a qualification-based selection (QBS) process as required pursuant to Ohio Revised Code sections 153.65 through 153.71, to act as the PROJECT Design Engineer and serve as the LPA's principal representative for attending to PROJECT responsibilities. The pre-qualified list is available on the ODOT web page at <http://www.dot.state.oh.us/CONTRACT>.)
 - 4.5 If Federal funds are used for a phase of project development and the LPA executes an agreement with a consultant prior to the receipt of the "Authorization to Advertise" notification from ODOT, ODOT may terminate this Agreement and cease all Federal funding commitments.
 - 4.6 ODOT reserves the right to move this PROJECT into a future sale year if the LPA does not adhere to the established PROJECT schedule, regardless of any funding commitments.

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5. ENVIRONMENTAL RESPONSIBILITIES

- 5.1** In the administration of this PROJECT, the LPA shall be responsible for conducting any required public involvement events, for preparing all required documents, reports and other supporting materials needed for addressing applicable environmental assessment, for clearance responsibilities for the PROJECT pursuant to the National Environmental Policy Act and related regulations, including the requirements of the National Historic Preservation Act; and for securing all necessary permits.
- 5.2** If the LPA does not have the qualified staff to perform any or all of the respective environmental responsibilities, the LPA shall hire an ODOT Pre-qualified Consultant through a Qualification Based Selection process. The pre-qualified list is available on the ODOT web page at <http://www.dot.state.oh.us/CONTRACT>. If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 5.3** ODOT shall be responsible for the review of all environmental documents and reports, and complete all needed coordination activities with State and Federal regulatory agencies toward securing environmental clearance.
- 5.4** The LPA shall be responsible for assuring compliance with all commitments made as part of the PROJECT's environmental clearance and/or permit requirements.
- 5.5** The LPA shall require its consultant, selected to prepare a final environmental document pursuant to the requirements of the National Environmental Policy Act, to execute a copy of a disclosure statement specifying that the consultant has no financial or other interest in the outcome of the PROJECT.

6. RIGHT OF WAY/UTILITIES/RAILROAD COORDINATION

- 6.1** All right-of-way acquisition activities shall be performed by the LPA in accordance with the Uniform Relocation Assistance and Real Property Acquisition Act of 1970 (Public Law 91-646) as amended by 49 CFR Part 24 (hereinafter referred to as Uniform Act), any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT.
- 6.2** If existing and acquired right of way is required for this PROJECT, the LPA shall certify that the right of way has been acquired in conformity with Federal and State laws, regulations, policies, and guidelines. As specified in ODOT's Real Estate Policy and Procedures Manual, Section 5202.01-II-(B), any LPA staff who perform any real estate functions shall be prequalified by the ODOT's Office of Real Estate. If the LPA does not have the qualified staff to perform any or all of the respective right of way functions, the LPA shall hire an ODOT Pre-qualified Consultant through a Qualifications Based Selection process. The LPA shall not hire the same consultant to perform both the appraisal and appraisal review functions. Appraisal review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA. Likewise, a consultant hired to perform right of way acquisition work can not also perform both the relocation and relocation review functions. Relocation review shall be performed by an independent staff or fee reviewer.
- 6.3** If the LPA hires a pre-qualified consultant, the LPA shall be responsible for monitoring the consultant's activities and ensuring that the consultant is following all Federal and State laws, regulations, policies, and guidelines.
- 6.4** All relocation assistance activities shall be performed by the LPA in conformity with Federal and State laws, including the Uniform Act, and any related Federal regulations issued by the FHWA, and State rules, policies and guidelines issued by ODOT. The LPA shall not hire a consultant to perform both the relocation and relocation review functions nor shall the LPA hire a sub-consultant for relocation and another sub-consultant for relocation review. Relocation review shall be performed by an independent staff or fee reviewer and shall be hired directly by the LPA.
- 6.5** The LPA shall provide the ODOT District Office with its certification that all right of way property rights necessary for the PROJECT are under the LPA's control, that such right of way has been cleared of all encroachments, and that utility facilities have been appropriately relocated or accounted for so as not to interfere with PROJECT construction activities. ODOT shall make use of the LPA's Right of Way Certification, as well as evaluate the LPA's and/or consultant's performance of the PROJECT real estate activities under Titles II and III of the Uniform Act, and, as appropriate, certify compliance to the FHWA.
- 6.6** In the administration of this PROJECT, the LPA agrees to follow all procedures described in the ODOT Utilities Manual and 23 CFR Part 645. When applicable, the LPA shall enter into a utility relocation agreement with each utility prior to the letting of construction. No reimbursable construction costs shall be incurred by the LPA prior to the receipt of the "Authorization to Advertise" letter from ODOT. If such costs are incurred, ODOT may terminate this Agreement and cease all Federal funding commitments.

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- 6.7** The LPA shall submit all subsequent modifications to the design of the PROJECT and/or any disposal of property rights acquired as part of the PROJECT to ODOT and FHWA for approval.
- 6.8** The LPA shall be responsible for any necessary railroad coordination and agreements. The LPA shall comply with the provisions of 23 Code of Federal Regulations and the Ohio Revised Code regarding all activities relating to Railroad-Highway projects.
- 7. ADVERTISING, SALE AND AWARD**
- 7.1** The LPA **shall not** advertise for bids prior to the receipt of the “Authorization to Advertise” notification from ODOT. Should advertising or work commence prior to the receipt of the “Authorization to Advertise” notification, ODOT shall immediately terminate this Agreement and cease all Federal funding commitments.
- 7.2** Any use of sole source or proprietary bid items must be approved by the applicable ODOT district. All sole source or proprietary bid items should be brought to the attention of the LPA Coordinator as soon as possible so as not to cause a delay in the plan package submission process. Bid items for traffic signal and highway lighting projects must be in conformance with ODOT’s Traffic Engineering Manual.
- 7.3** Once the LPA receives Federal authorization to advertise, the LPA may begin advertising activities. Advertisements shall be in accordance with local bidding requirements. Whenever local advertisement requirements differ from Federal advertisement requirements, the Federal requirements shall prevail. The PROJECT shall be advertised for three (3) consecutive weeks. The period between the first legal advertising date and the bid opening date shall be a minimum of twenty-one (21) calendar days. The LPA shall submit to ODOT any addendum to be issued during the advertisement period. ODOT shall approve such addendum for project eligibility. The addendum shall be distributed to all potential bidders prior to opening bids and selling the contracts.
- 7.4** The LPA shall incorporate the requirements of Form FHWA-1273, Required Contract Provisions, a set of contract provisions and proposal notices that are required by regulations promulgated by the FHWA and other Federal agencies, into all contracts, as well as appropriate subcontracts and purchase orders. The LPA shall require the contractor to protect and indemnify the LPA and ODOT from all claims and liability resulting from negligence or willful violations of the contractor. The LPA shall require that each of its selected contractors and each subcontractor maintain, during the life of its contract and subcontract, Workers’ Compensation Insurance, Public Liability Insurance with minimum coverage amounts of \$1,000,000 per occurrence, Property Damage Insurance with minimum coverage amounts of \$1,000,000 per occurrence, and Vehicle Liability Insurance.
- 7.5** **CONTRACTOR DRUG-FREE WORKPLACE:** In accordance with Executive Order 2002-13T, the LPA shall require the contractor to be enrolled in, and in good standing with, the Drug-Free Workplace Program (DFWP) or a similar program approved by the Bureau of Workers’ Compensation, and require the same of any of its subcontractors.
- 7.6** Only pre-qualified contractors are eligible to submit bids for this PROJECT. Pre-qualification status must be in force **at the time of bidding, at the time of sale, at the time of award, and through the life of the construction contract.** For work types that ODOT does not pre-qualify, the LPA must still select a qualified contractor. Subcontractors are not subject to the pre-qualification requirement. The “prime” contractor must perform no less than 35 percent of the total original contract price.
- 7.7** Before awarding a contract to the selected contractor, the LPA shall verify either that the contractor is not subject to a finding for recovery under R.C. 9.24, or that the contractor has taken the appropriate remedial steps required under R.C. 9.24, or that the contractor otherwise qualifies under the exceptions to this section. Findings for recovery can be viewed on the Auditor of State’s website at <http://www.auditor.state.oh.us/WhatsNew/FFR/>. If the LPA fails to so verify, ODOT may immediately terminate this Agreement and release all federal funding commitments.
- 7.8** The LPA is prohibited from imposing any geographical hiring preference on any bidder in the LPA’s bid documents or on any successful contractor in the LPA’s award or contract for the construction of the PROJECT.
- 7.9** After analyzing all bids for completeness, accuracy, and responsiveness, the LPA shall approve the award of the contract in accordance with laws and policies governing the LPA. Within 45 days of that approval, the LPA shall submit to ODOT notification of the project award by submitting a bid tabulation, a copy of the ordinance or resolution, and direct payment information as required in Attachment 2 of this agreement, if applicable.
- 8. CONSTRUCTION CONTRACT ADMINISTRATION**
- 8.1** The LPA shall provide and maintain competent and adequate project management covering the

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supervision and inspection of the development and construction of the PROJECT. The LPA shall bear the responsibility of ensuring that construction conforms to the approved plans, surveys, profiles, cross sections and material specifications. If a consultant is used for engineering and/or inspection activities, the LPA must use a Qualification Based Selection process as required pursuant to ORC sections 153.65 through 153.71.

- 8.2 The LPA shall certify both the quantity and quality of material used, the quality of the work performed, and the amount of construction engineering cost, when applicable, incurred by the LPA for the eligible work on the PROJECT, as well as at the completion of construction. The LPA shall certify that the construction is in accordance with the approved plans, surveys, profiles, cross sections and material specifications or approved amendments thereto.
- 8.3 The LPA shall review and/or approve all invoices prior to payment and before requesting reimbursement by ODOT for work performed on the PROJECT and shall ensure their accuracy in both amount and in relation to the progress made on the PROJECT. The LPA may periodically submit to ODOT a written request for either current payment or reimbursement of the Federal share of the expenses involved, attaching copies of all source documentation associated with pending invoices or paid costs. To assure prompt payment, the measurement of quantities and the recording for payment should be performed on a daily basis as the items of work are completed and accepted.
- 8.4 ODOT shall pay, or reimburse, the LPA or, at the request of the LPA and with concurrence of ODOT, pay directly to the LPA's construction contractor ("Contractor"), the eligible items of expense in accordance with the cost sharing provisions of this Agreement. If the LPA elects to have the Contractor paid directly, Attachment 2 to this Agreement shall be completed and submitted with the project bid tabulations and the Contractor shall be required to establish Electronic Funds Transfer with the State of Ohio. ODOT shall pay the Contractor or reimburse the LPA within thirty (30) days of receipt of the approved Contractor's invoice from the LPA.
- 8.5 The LPA shall notify ODOT of the filing of any mechanic's liens against the LPA's Contractor within three (3) business days of receipt of notice of lien. Failure to so notify ODOT or failure to process a mechanic's lien in accordance with the provisions of Chapter 1311 of the Ohio Revised Code may result in the termination of this Agreement. Upon the receipt of notice of a mechanic's lien, ODOT reserves the right to (1) withhold an amount of money equal to the amount of the lien that may be due and owing to either the LPA or the Contractor; (2) terminate direct payment to the affected Contractor; or (3) take both actions, until such time as the lien is resolved.
- 8.6 Payment or reimbursement to the LPA shall be submitted to:

**Chris Bauserman, P.E., P.S.
Delaware County Engineer
50 Channing Street
Delaware, OH 43015**

- 8.7 After completion of the PROJECT and in accordance with 23 United States Code (USC) 116 and applicable provisions of the Ohio Revised Code, the LPA shall maintain the PROJECT to design standards and provide adequate maintenance activities for the PROJECT, unless otherwise agreed. If the PROJECT is not being adequately maintained, ODOT shall notify the LPA of any deficiencies and if the maintenance deficiencies are not corrected within a reasonable amount of time, ODOT may determine that the LPA is no longer eligible for future participation in any Federally-funded programs.

9. CERTIFICATION AND RECAPTURE OF FUNDS

- 9.1 This Agreement is subject to the determination by ODOT that sufficient funds have been appropriated by the Ohio General Assembly to the State for the purpose of this Agreement and to the certification of funds by the Office of Budget and Management, as required by Ohio Revised Code section 126.07. If ODOT determines that sufficient funds have not been appropriated for the purpose of this Agreement or if the Office of Budget and Management fails to certify the availability of funds, this Agreement or any renewal thereof will terminate on the date funding expires.
- 9.2 Unless otherwise directed by ODOT, if for any reason the PROJECT is not completed in its entirety or to a degree acceptable to ODOT and FHWA, the LPA shall repay to ODOT an amount equal to the total funds ODOT disbursed on behalf of the PROJECT. In turn, ODOT shall reimburse FHWA an amount equal to the total sum of Federal dollars it had received for the PROJECT.

10. NONDISCRIMINATION

- 10.1 In carrying out this Agreement, the LPA shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, ancestry, age, or disability as that term is defined in the American with Disabilities Act. The LPA shall ensure that applicants are hired and that

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employees are treated during employment without regard to their race, religion, color, sex, national origin, ancestry, age, or disability. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment, advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

- 10.2** The LPA agrees to post in conspicuous places available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause, and in all solicitations or advertisements for employees placed by it, state that all qualified applicants shall receive consideration for employment without regard to race, religion, color, sex, national origin, ancestry, age, or disability. The LPA shall incorporate this nondiscrimination requirement within all of its contracts for any of the work on the PROJECT (other than subcontracts for standard commercial supplies or raw materials) and shall require all of its contractors to incorporate such requirements in all subcontracts for any part of such PROJECT work.

- 10.3** For any project in which the Engineer's Estimate exceeds \$500,000, the LPA shall ensure that Disadvantaged Business Enterprises (DBEs), as defined in 49 CFR Part 26, will have an equal opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with Federal funds provided in conjunction with this Agreement. To meet this requirement, subcontractors who claim to be DBEs must be certified by ODOT. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

Disadvantaged Business (DBE) Requirement. DBE participation goals (subcontracts, materials, supplies) have been set on this project for those certified as DBEs pursuant to Title 23, U.S.C. section 140(c) and 49 CFR, Part 26, and where applicable qualified to bid with ODOT under Chapter 5525 of the Ohio Revised Code.

WAIVER PROCESS FOR DBE GOALS

In the event the Contractor is unable to meet the DBE Goal placed on this project, a request for waiver of all or part of the goal may be made to the Ohio Department of Transportation with a copy sent to the LPA. The written request must indicate that a good faith effort was made to meet the goal and be sent to ODOT's Office of Contracts with a copy to the ODOT District LPA Coordinator. Central Office will review the submitted documentation and decide the issue within ten (10) business days. There will be no extension of the time for the project granted if the prime Contractor wishes to avail himself of this process. The LPA will be notified as to the decision.

ODOT shall supply the percentage goal to the LPA upon review of the Engineer's Estimate.

11. DATA, PATENTS AND COPYRIGHTS - PUBLIC USE

- 11.1** The LPA shall ensure that any designs, specifications, processes, devices or other intellectual properties specifically devised for the PROJECT by its consultants or contractors performing work become the property of the LPA, and that when requested, such designs, specifications, processes, devices or other intellectual properties shall become available to ODOT and FHWA with an unrestricted right to reproduce, distribute, modify, maintain, and use. The LPA's consultants and contractors shall not seek or obtain copyrights, patents, or other forms of proprietary protection for such designs, specifications, processes, devices or other intellectual properties, and in providing them to the PROJECT shall relinquish any such protections should they exist.

- 11.2** The LPA shall not allow its consultants or contractors to utilize within the development of the PROJECT any copyrighted, patented or similarly protected design, specification, process, device or other intellectual property unless the consultant or contractor has provided for such use by suitable legal agreement with the owner of such copyright, patent or similar protection. A consultant or contractor making use of such protected items for the PROJECT shall indemnify and save harmless the LPA and any affected third party from any and all claims of infringement on such protections, including any costs, expenses, and damages which it may be obliged to pay by reason of infringement, at any time during the prosecution or after the completion of work on the PROJECT.

- 11.3** In the case of patented pavements or wearing courses where royalties, licensing and proprietary service charges, exacted or to be exacted by the patentees, are published and certified agreements are filed with the LPA, guaranteeing to prospective bidders free unrestricted use of all such proprietary rights and trademarked goods upon payment of such published charges, such patented pavements or wearing courses may be specifically designated in the proposal and competition secured upon the item exclusive of the patent or proprietary charges.

12. TERMINATION; DEFAULT AND BREACH OF CONTRACT

- 12.1** This Agreement may be terminated at any time upon the mutual agreement of both parties.

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- 12.2 Neglect or failure of the LPA to comply with any of the terms, conditions, or provisions of this Agreement, including misrepresentation of fact, may be an event of default, unless such failure or misrepresentation are the result of natural disasters, strikes, lockouts, acts of public enemies, insurrections, riots, epidemics, civil disturbances, explosions, orders of any kind of governments of the United States or State of Ohio or any of their departments or political subdivisions, or any other cause not reasonably within the LPA’s control. The LPA, however, shall remedy as soon as possible each cause preventing its compliance with this Agreement.
- 12.3 If notified by ODOT in writing that it is in violation of any of the terms, conditions, or provisions of this Agreement, and a default has occurred, the LPA shall have thirty (30) days from the date of such notification to remedy the default or, if the remedy will take in excess of thirty (30) days to complete, the LPA shall have thirty (30) days to satisfactorily commence a remedy of the causes preventing its compliance and curing the default situation. Expiration of the thirty (30) days and failure by the LPA to remedy, or to satisfactorily commence the remedy of, the default whether payment of funds has been fully or partially made, shall result in ODOT, at its discretion, declining to make any further payments to the LPA, or in the termination of this Agreement by ODOT. If this Agreement is terminated, the LPA shall be liable to repay to ODOT all of the Federal funds disbursed to it under this Agreement.
- 12.4 The LPA, upon receiving a notice of termination from ODOT for default, shall cease work on the terminated activities covered under this Agreement. If so requested by ODOT, the LPA shall assign to ODOT all its rights, title, and interest to any contracts it has with any consultants or contractors. Otherwise, the LPA shall terminate all contracts and other agreements it has entered into relating to such covered activities, take all necessary and appropriate steps to limit disbursements and minimize any remaining costs. At the request of ODOT, the LPA may be required to furnish a report describing the status of PROJECT activities as of the date of its receipt of notice of termination, including results accomplished and other matters as ODOT may require.
- 12.5 No remedy herein conferred upon or reserved by ODOT is intended to be exclusive of any other available remedy, but each and every such remedy shall be cumulative and shall be in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity. No delay or omission to exercise any right or option accruing to ODOT upon any default by the LPA shall impair any such right or option or shall be construed to be a waiver thereof, but any such right or option may be exercised from time to time and as often as may be deemed expedient by ODOT.

13. **THIRD PARTIES AND RESPONSIBILITIES FOR CLAIMS**

- 13.1 Nothing in this Agreement shall be construed as conferring any legal rights, privileges, or immunities, or imposing any legal duties or obligations, on any person or persons other than the parties named in this Agreement, whether such rights, privileges, immunities, duties, or obligations be regarded as contractual, equitable, or beneficial in nature as to such other person or persons. Nothing in this Agreement shall be construed as creating any legal relations between the Director and any person performing services or supplying any equipment, materials, goods, or supplies for the PROJECT sufficient to impose upon the Director any of the obligations specified in section 126.30 of the Revised Code.
- 13.2 The LPA hereby agrees to accept responsibility for any and all damages or claims for which it is legally liable arising from the actionable negligence of its officers, employees or agents in the performance of the LPA’s obligations made or agreed to herein.

14. **NOTICE**

- 14.1 Notice under this Agreement shall be directed as follows:

If to the LPA:

Delaware County Commissioners
Attn: Chris Bauserman, P.E., P.S.
Delaware County Courthouse
101 North Sandusky Street
Delaware, OH 43015

If to ODOT:

Jack R. Marchbanks, Deputy Director
Attn: Tracy L. Allen
ODOT, District Six
400 East William Street
Delaware, OH 43015

15. **GENERAL PROVISIONS**

- 15.1 **Audit Requirements:** The LPA shall comply with the audit requirements of 49 CFR Part 18.26 (Federal Single Audit Act).
- 15.2 **Record Retention:** The LPA, when requested at reasonable times and in a reasonable manner, shall make available to the agents, officers, and auditors of ODOT and the United States government, its books, documents, and records relating to the LPA’s obligations under this Agreement. All such books,

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documents, and records shall be kept for a period of at least three years after FHWA approves the LPA’s final Federal voucher for reimbursement of PROJECT expenses. In the event that an audit-related dispute should arise during this retention period, any such books, documents, and records that are related to the disputed matter shall be preserved for the term of that dispute. The LPA shall require that all contracts and other agreements it enters into for the performance of the PROJECT contain the following specific language:

As the LPA, ODOT or the United States government may legitimately request from time to time, the contractor agrees to make available for inspection and/or reproduction by the LPA, ODOT or United States government, all records, books, and documents of every kind and description that relate to this contract.

Nothing contained in this Agreement shall in any way modify the LPA’s legal duties and obligations to maintain and/or retain its records under Ohio public records laws.

- 15.3 **Ohio Ethics Laws:** The LPA shall adhere to the requirements of the Ohio ethics law as provided by section 102.04 of the Ohio Revised Code in the same manner as if its officials were State officials and its employees were State employees.
- 15.4 **[Conditional] State Property Drug-Free Workplace Compliance:** In accordance with applicable State and Federal laws, rules, and policy, the LPA shall make a good faith effort to ensure that its employees and its contractors will not purchase, transfer, use, or possess alcohol or a controlled substance while working on State property.
- 15.5 **Governing Law:** This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of this Agreement prohibited by the laws of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the courts of Ohio, and the LPA hereby irrevocably consents to such jurisdiction. To the extent that ODOT is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin County, Ohio.
- 15.6 **Assignment:** Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 15.7 **Merger and Modification:** This Agreement and its attachments constitute the entire Agreement between the parties. All prior discussions and understandings between the parties are superseded by this Agreement. This Agreement shall not be altered, modified, or amended except by a written agreement signed by both parties hereto.
- 15.8 **Severability:** If any provision of this Agreement is held to be invalid or unenforceable by a court of competent jurisdiction, such holding shall not affect the validity or the ability to enforce the remainder of this Agreement. All provisions of this Agreement shall be deemed severable.
- 15.9 **Signatures:** Any person executing this Agreement in a representative capacity hereby represents that he/she has been duly authorized by his/her principal to execute this Agreement on such principal’s behalf.

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

RESOLUTION NO. 05-1299

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Kristopher Harris has accepted the Telecommunications Officer I Position with the 911 Department; effective date October 10, 2005.

Scott Schuiling has accepted the Part-time Intermediate Position with the EMS Department Effective date October 3, 2005.

Brian Horton has accepted the Part-time Intermediate Position with the EMS Department Effective date October 3, 2005.

Tiffany Roberts has accepted the Part-time Paramedic Position with the EMS Department Effective date October 3, 2005.

Alex Caskey has accepted the Part-time Paramedic Position with the EMS Department Effective date October 3,

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2005.

Robert Bessinger has accepted the Part-time Paramedic Position with the EMS Department Effective date October 3, 2005.

Peter Halpin has accepted the Part-time Paramedic Position with the EMS Department Effective date October 3, 2005.

Kyle Goodnight has accepted the Part-time Paramedic Position with the EMS Department Effective date October 3, 2005.

Erin Yoakam has accepted the Part-time Paramedic Position with the EMS Department Effective date October 3, 2005.

John Rains has accepted the Part-time Paramedic Position with the EMS Department Effective date October 3, 2005.

Wayne Kleman has accepted the Part-time Paramedic Position with the EMS Department Effective date October 3, 2005.

Tim Tingley has accepted the Part-time Paramedic Position with the EMS Department Effective date October 3, 2005.

Tena Singleton has accepted the Part-time Paramedic Position with the EMS Department Effective date October 3, 2005.

Greg Auchard has accepted the Part-time Paramedic Position with the EMS Department Effective date October 3, 2005.

Christopher Pritchard has accepted the Part-time Paramedic Position with the EMS Department Effective date October 3, 2005.

Joshua Cooper has accepted the Part-time Paramedic Position with the EMS Department Effective date October 3, 2005.

Timothy Strohl has accepted the Part-time Paramedic Position with the EMS Department Effective date October 3, 2005.

Julie Page has accepted the Part-time Paramedic Position with the EMS Department Effective date October 3, 2005.

Michael Mausteller has accepted the Part-time Paramedic Position with the EMS Department Effective date October 3, 2005.

Rhonda Griffith Will Be Required To Take 80 Hours Of Leave Without Pay For The Pay Period Of 0501020.

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

RESOLUTION NO. 05-1300

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

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

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

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Child Care Provider		Full	Part Time	Hourly
Enchanted Care Learning Center 160 E. Olentangy St. Powell, Ohio 43065	Infant	\$178.40	\$140.92	\$ 9.20
	Toddler	\$156.89	\$114.14	\$ 6.71
	Preschool	\$140.59	\$ 99.54	\$ 6.13
	Schoolage	\$107.50	\$ 75.59	\$ 5.66

(A Copy of this contact 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:
 Enchanted Care Learning Ctr. 22411610 5348 \$1,000

Vote on Motion	Mr. Ward	Absent	Mr. Jordan	Aye	Mr. Evans	Aye
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RESOLUTION NO. 05-1301

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Wendi Reichardt employment as a Social Services Worker I with the Department of Job and Family Services has been terminated; effective date October 7, 2005.

The correct termination effective date of Rachel Skidmore's employment as a Clerical Specialist with the Job and Family Services Department is September 9, 2005.

The correct termination effective date of Ambrosia Gamble's employment as an Income Maintenance Worker III with the Department of Job and Family Services is September 30, 2005.

The correct termination effective date of Bobbie Gause's employment as a Social Services Worker III with the Department of Job and Family Services is September 7, 2005.

Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Absent
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RESOLUTION NO. 05-1302

IN THE MATTER OF ACCEPTING THE VICTIMS OF CRIME GRANT FROM THE OHIO ATTORNEY GENERAL'S OFFICE:

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

Grant #	2006VAGENE445
Source:	Ohio Attorney General's Office
Grant Period:	October 1, 2005-September 30, 2006
Federal Grant Amount:	\$ 22,316.00
Local Match:	<u>7,439.00 (General Fund)</u>
Total Grant Amount:	\$ 29,755.00

Grant will provide continued funding for Victim's Assistance programs in Delaware County.

Vote on Motion	Mr. Ward	Absent	Mr. Jordan	Aye	Mr. Evans	Aye
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RESOLUTION NO. 05-1303

**IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR MCCAMMON ESTATES
OFFSITE TRUNK AND MURPHY PARK SECTION 5:**

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

McCammon Estates Offsite Trunk 1,790 feet of 12-inch sewer 19 manholes
1,750 feet of 15-inch sewer

Murphy Park Section 5	878 feet of 8-inch sewer	5 manholes
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Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Absent
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RESOLUTION NO. 05-1304

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR BOULDER RIDGE:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve sanitary sewer plan for Boulder Ridge for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 05-1305

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Mark Davidson has accepted the Operator Position with the OECC Department; effective date September 26, 2005.

David Ward has accepted the Operator Position with the OECC Department; effective date September 26, 2005.

Robert Cheney has accepted the Operator Position with the OECC Department; effective date September 26, 2005.

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

RESOLUTION NO. 05-1306

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE CORONER:

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

Supplemental Appropriations		Amount
10030301-5313	Coroner/Printing & Related Services	\$1,000.00
10030301-5201	Coroner/Office Supplies	\$ 250.00

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

RESOLUTION NO. 05-1307

IN THE MATTER OF REJECTING THE FACT-FINDER REPORT IN THE MATTER OF DELAWARE COUNTY SHERIFF’S OFFICE AND OHIO PATROLMEN’S BENEVOLENT ASSOCIATION (CORRECTIONS OFFICER’S):

It was moved by Mr. Evans, seconded by Mr. Jordan to reject the following:

Whereas, The Delaware County Sheriff’s Office Corrections Officers’ bargaining unit negotiations have been referred to a fact-finder, and

Whereas, the fact-finder, John S. Weisheit has issued his report as of September 19, 2005, on the unresolved issues of Wages and Health Insurance, and

Now Therefore Be It Resolved, by the Board of Commissioners of Delaware County, Ohio

That the Board of County Commissioners rejects the fact-finder reporting case # 04-MED-10-1104.

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

RESOLUTION NO. 05 -1308

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. Jordan 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

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Whereas, The Board of Commissioners of Delaware County shall appoint an individual to the Delaware County District Library Board to complete a two and half year term, of 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. Evans Aye Mr. Jordan Aye Mr. Ward Absent

RESOLUTION NO. 05-1309

IN THE MATTER OF APPROVING THE PURCHASE OF 13.24 ACRES OF VACANT LAND FROM
MELANIE METZLER FOR THE COUNCIL FOR OLDER ADULTS FACILITY:

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

WHEREAS; the Board of County Commissioners of Delaware County, Ohio have entered into an assignment of real estate purchase agreement with the Council for Older Adults, and

WHEREAS; the Board of County Commissioners of Delaware, County, Ohio the desires to purchase the property of Melanie Metzler through the assignment of property

NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1. That the Board of County Commissioners of Delaware County, Ohio, does hereby exercise the assignment for the purchase of property listed in exhibit A and B conditional upon receiving marketable title and warranty deed from seller.

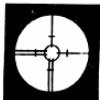
Section 2. That the Board of County Commissioners of Delaware County, Ohio approve a purchase order to Kenneth J. Molnar, agent Ohio Bar Title Company in the amount of \$715,527.61 from account 43111424-5410.

Section 3. That the Board of County Commissioners of Delaware County, Ohio approve a voucher for payment to Kenneth J. Molnar, agent Ohio Bar Title Company in the amount of \$715,527.61.

Section 4. That the Board of County Commissioners authorize the County Administrator to sign the necessary documents, upon the advice of the County Prosecutor’s Office to carryout the purchase of property.

Exhibit A

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Scioto Land Surveying Service

Surveyors

173 North Sandusky Street
Delaware, Ohio 43015

Phone (740) 369-7577
Phone (740) 548-7577
FAX (740) 362-7577

Karen S. Coffman, P.S. 7845
Istvan Gajary, P.S. 8183
Retired, Frank Celio, P.S. 6612

June 9, 2005

Description of a 13.241 acre tract for
Melanie Metzler

Situated in the Township of Liberty, County of Delaware, State of Ohio, being part of Farm Lot 20 in Quarter-Township 4, Township 4, Range 19 of The United States Military Lands and being more particularly described as follows:

COMMENCING at a point at the northeast corner of said Farm Lot 20, being on the east line of said Liberty Township, being in the centerline of County Road 72 (Cheshire Road);

thence along the said centerline of County Road 72, also being the north line of said Farm Lot 20, also being the north line of a 6.640 acre tract now or formerly owned by Sandra K. Starr, as described in Deed Book 568, Page 279 **North 83° 46' 00" West 234.08 feet** to a MAG Nail set, being the northwest corner of the said 6.640 acre tract, also being the TRUE POINT OF BEGINNING of the following described tract;

thence along the west line of the said 6.640 acre tract **South 05° 40' 22" West 1236.37 feet** to an iron pipe found, being the southwest corner of the said 6.640 acre tract, also being on the north line of a 46.224 acre tract now or formerly owned by Richard E. Severance, as described as Tract I in Deed Book 541, Page 607 (passing an iron pipe found at 30.00 feet);

thence along the said north line of the 46.224 acre tract **North 83° 51' 08" West 465.93 feet** to an iron pipe found, being the southeast corner of Cheshire Crossing, Section 2, Part 3, as delineated in Plat Cabinet 3, Slide 379;

thence along the east line of said Cheshire Crossing, Section 2, Part 3, and along the east line of a 0.351 acre tract now or formerly owned by Herma M. Compton, as described as Tract 3 in Deed Book 646, Page 716 **North 05° 38' 51" East 986.52 feet** to an iron pipe found, being the northeast corner of the said 0.351 acre tract, also being a southeasterly corner of a 0.50 acre tract now or formerly owned by Herma M. Compton, as described as Tract 2 in Deed Book 646, Page 716;

thence along an east line of the said 0.50 acre tract, and along the east line of a 1.00 acre tract now or formerly owned by Herman M. Compton, as described as Tract 1 in Deed Book 646, Page 716 **North 05° 13' 39" East 250.58 feet** to a MAG Nail set, being the northeast corner of the said 1.00 acre tract, being in the said centerline of County Road 72, also being the said north line of Farm Lot 20 (passing an iron pipe found at 220.58 feet);

thence along the said centerline of County Road 72, also being the said north line of Farm Lot 20 **South 83° 46' 00" East 468.32 feet** to the TRUE POINT OF BEGINNING;

containing 13.241 acres, being part of an original 13.240 acre tract, as described in Official Records Volume 369, Page 1572;

subject to all easements, restrictions, and rights-of-way, if any, of record;

Surveyed by Istvan Gajary, Surveyor, Registration No. 8183 on June 7, 2005. Basis of bearings is assumed. All iron bars set are set with a plastic cap marked "SLSS-PS 7845".

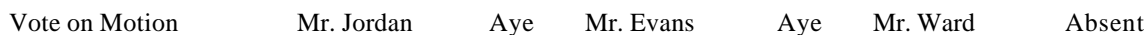
ISTVAN GAJARY

Istvan Gajary, Surveyor
Registration No. 8183



Booked to Satisfaction, Acknowledged to Recording

Exhibit B



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

Vote on Motion	Mr. Ward	Absent	Mr. Jordan	Aye	Mr. Evans	Aye
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IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

COMMISSIONERS JOURNAL NO. 47 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 26, 2005

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn out of Executive Session at 9:46AM.

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

PUBLIC COMMENT

Mark Bulter, a local Minister, asked the Commissioners about contracting out for Professional Services for the religious program services at the Delaware County Jail.

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

RESOLUTION NO. 05-1312

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

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 9:56AM.

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

RESOLUTION NO. 05-1313

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn out of Executive Session at 10:56AM.

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

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward