

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 23, 2006**

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

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

**PUBLIC COMMENT**

**Mona Reilly, Director Of Job And Family Services-Utility Assistance Programs**

**Commissioner Evans has two new grandchildren, twins born over the weekend**

**RESOLUTION NO. 06-91**

**IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 19, 2006 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:**

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held January 19, 2006 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. 06-92**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR120 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR120:**

It was moved by Mr. Jordan, seconded by Mr. Evans to approve payment of warrants in batch numbers CMAPR120, memo transfers in batch numbers MTAPR120 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
<b>PO's</b>			
Sprint	Backup Phone Lines for 9-1-1	21411306-5330	\$ 9,600.00
Priority Dispatch Corp.	Maintenance Agreement/Software	21411306-5325	\$ 9,569.25
AEP	Electric Service4 Tower Sites	21411306-5338	\$ 8,400.00
Verizon	Telephone Service	21411306-5330	\$ 7,200.00
Lenco Industries Inc.	Tactical Vehicle	21511312-5450	\$ 186,150.00
Ben Shroyer	Decon Trailers	21511309-5450	\$ 20,227.60
The Dispatch Printing Co.	Position Advertisements	10011108-5312	\$ 15,000.00
Treasurer, State of Ohio	LEADS-Owned Workstation	10011304-5335	\$ 8,369.52
Delille Oxygen Co. Inc.	Oxygen Supplies	10011303-5243	\$ 13,000.00
Emergency Medical	Medical Supplies	10011303-5243	\$ 30,000.00
EMSAR Medical Repair	Cot Maintenance & Repair	10011303-5328	\$ 10,000.00
Horton Emergency Co.	Parts for Medic Trucks	10011303-5228	\$ 8,000.00
HP Products Corporation	EMS Cleaning Supplies	10011303-5222	\$ 7,000.00
Schilling Propane	Propane for Sta. 4, 8 & 9	10011303-5338	\$ 8,000.00
Verizon	Telephone Service	10011303-5330	\$ 6,000.00
<b>Vouchers</b>			
BP Products N. America	Gasoline/Walker Woods Bulk Plant	10011106-522822801	\$ 6,952.05
US Postal Service	Del Co. Postal Services	1011105-5331	\$ 20,000.00
Quality Control Inspection	Inspections	65111904-5301	\$ 7,649.27
URS Corporation	Consulting /Tunneling/Perry Taggart	65511918-5301	\$ 5,400.45
Flowline	Camera Ditch Project/Jones/Timms	40311409-5301	\$ 6,532.79

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

**RESOLUTION NO. 06 -93**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Department of Job and Family Services is requesting that Craig Hill attend a Therapeutic Crisis Intervention Training in Delaware County March 3, 2006, at the cost of \$50.00.

The Department of Job and Family Services is requesting that Kathy Sturman and Patricia Rayburn attend a Sexual Assault Investigation Training in Columbus, Ohio April 4-5, 2006, at the cost of \$150.00.

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The Environmental Services Department is requesting that Rich Felton attend a Wastewater Workshop in Columbus, Ohio February 7-8, 2006, at the cost of \$225.00.

The Code Compliance Department is requesting that Ross Bigelow, Duane Matlack and Gary Wilhelm attend an Annual Code Officials Symposium in Canton, Ohio February 6-7, 2006, at the cost of \$560.00.

The Emergency Services Department is requesting that Patrick Brandt attend a Motorola XTS 5000 Radio Course in Schaumburg, Illinois May 9-10, 2006, at the cost of \$1,789.07.

The Child Support Enforcement Agency is requesting that Regina Prouty and Sharon Cole attend IV-A/IV-D Interface Training in Columbus, Ohio January 26, 2006, at no cost.

The Environmental Services Department is requesting that Matthew Ice, Marshall Yarnell, John Feightner, and Ken Rosenbaum attend a Wastewater Workshop in Columbus, Ohio February 7-8, 2006, at the cost of \$900.00

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

**RESOLUTION NO. 06-94**

**IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENT FOR SCIOTO RESERVE EXPANSION SECTION 1, PHASE B:**

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

**Scioto Reserve Expansion Section 1, Phase B**

**SUBDIVIDER'S AGREEMENT**

**THIS AGREEMENT** executed on this 23<sup>rd</sup> day of January 2006, between **TRIANGLE REAL ESTATE SERVICES, INC.** as evidenced by the **SCIOTO RESERVE EXPANSION SECTION 1, PHASE B** 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 1/11/06, 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 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 **SEVENTY-SEVEN THOUSAND THREE HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent 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**

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**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.

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

**RESOLUTION NO. 06-95**

**IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR WALNUT GROVE ESTATES SECTION 1:**

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

**Walnut Grove Estates Section 1**

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

In accordance with the Subdivider's Agreement, The Engineer recommends that the maintenance bond be set at **\$41,100** for the duration of the one year maintenance period. A Letter of Credit in that amount is available. He also request approval to return the Letter of Credit being held as construction surety to the developer, Walnut Grove Estates, Inc.

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

**RESOLUTION NO. 06-96**

**IN THE MATTER OF APPROVING THAT ACTION BE TAKEN AGAINST THE BOND OF SELDOM SEEN ACRES, LTD FOR CONSTRUCTION OF SELDOM SEEN ACRES 2:**

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It was moved by Mr. Jordan, seconded by Mr. Evans to approve taking action against the bond of Seldom Seen Acres, Ltd:

**Seldom Seen Acres 2**

In May, 2003, your Board entered into an Agreement with Seldom Seen Acres, Ltd., the developer for the referenced project. This Agreement was executed under the conditions that the work would be completed within two years of the signing of the Agreement. The original bond posted for this work expired on October 31, 2004 and the developer did provide a replacement bond. However, this bond is due to expire January 31, 2006. At the time the bond was posted, the developer assured us that it would be replaced prior to its expiration. Although the developer still assures us that they will provide a new bond, The Engineer request approval to take action against the bond in place should they fail to live up to their obligations.

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

**RESOLUTION NO. 06 -97**

**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
U05208	SBC	Braemar Drive	Bore road
U06010	SBC	Old 3C Highway	Place cable
U06011	Verizon	Harriott Road	Place buried cable
U06012	Verizon	Worthington Road	Place cable
U06013	Columbia Gas	Trenton Road	Bore road
U06014	Columbia Gas	Harness Way	Bore road

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

**RESOLUTION NO. 06-98**

**IN THE MATTER OF APPROVING A CONTRACT WITH PARK ENTERPRISE CONSTRUCTION COMPANY, INC. FOR STOCKPILE HAULING, ASPHALT HAULING AND STONE HAULING FOR THE DELAWARE COUNTY ENGINEER FOR 2006:**

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

**CONTRACT**

**AGREEMENT**, made and entered into this 23<sup>rd</sup> day of January, 2006 by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **PARK ENTERPRISE CONSTRUCTION COMPANY, INC.**, hereinafter designated as **SECOND PARTY**.

**WITNESSETH**, that said **SECOND PARTY**, for and in consideration of the sum as stated in Bidder's **Bid Blank**, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY** all the necessary labor and equipment required to complete the project known as **STOCKPILE HAULING, ASPHALT HAULING AND STONE HAULING FOR THE DELAWARE COUNTY ENGINEER FOR 2006**, General Specification and Invitation to Bid for same hereto attached, which General Specifications and Invitation to Bid are hereby declared a part of this **Contract**.

**SAID SECOND PARTY** further agrees to furnish said equipment and to do the work and labor promptly, in a good, substantial and workmanship manner, under the direction of the **County Engineer**.

**THE SECOND PARTY** hereby agrees to hold the **County** free and harmless from any and all claims for damages, costs, expenses, judgements or decrees, resulting from any operations of said **SECOND PARTY**, his subcontractors, agents or employees.

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

**RESOLUTION NO. 06-99**

**IN THE MATTER OF THE DELAWARE COUNTY COMMISSIONERS APPROVING A RESOLUTION GIVING CONSENT FOR THE DIRECTOR OF TRANSPORTATION OF THE STATE OF OHIO TO COMPLETE THE PLANNING, DESIGN AND CONSTRUCTION FOR THE REPLACEMENT OF THE BRIDGE ON CR11 (RED BANK ROAD) OVER HOOVER RESERVOIR/DUNCAN RUN:**

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

**PRELIMINARY LEGISLATION**  
**RC 5521.01**  
**Resolution Number 06-99**  
**PID Number 80903**  
**DEL-CR31-1.11**  
**ODOT Agreement Number 21099**

The following is a Resolution enacted by the Board of Commissioners of Delaware County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the stated described project.

**SECTION I - Project Description**

WHEREAS, the COUNTY has identified the need for the described project:

This project proposes to rehabilitate the structure on CR11 (Red Bank Road) over Hoover Reservoir/Duncan Run. Work will be on the same alignment and profile and include replacement of the deck and superstructure members; including the replacement/repair of bridge abutments

NOW THEREFORE, be it resolved by the Board of Commissioners of Delaware County, Ohio;

**SECTION II - Consent Statement**

Being in the public interest, the LPA gives consent to the Director of Transportation to complete the above described project.

**SECTION III - Cooperation Statement**

The LPA shall cooperate with the Director of Transportation in the above described project as follows:

The County hereby agrees to cooperate with the Director of Transportation of the State of Ohio in the planning, design and construction of the identified highway improvement project and grants consent to the Ohio Department of Transportation for its development and construction of the project in accordance with plans, specifications and estimates as approved by the Director;

The County agrees to assume and bear one hundred percent (100%) of the costs of preliminary engineering and right-of-way and utility relocation, if applicable. Further, the County agrees to assume and bear one hundred percent (100%) of the costs of construction less the amount of federal funds set aside by the Director of Transportation;

The County agrees to assume and bear one hundred percent (100%) of the total cost of those features requested by the County which are not necessary for the improvement as determined by the State and Federal Highway Administration;

**SECTION IV - Utilities and Right-of-Way Statement**

The LPA agrees to acquire and/or make available to ODOT, in accordance with current State and Federal regulations, all necessary right-of-way required for the described Project. The LPA also understands that right-of-way costs include eligible utility costs. The LPA agrees to be responsible for all utility accommodation, relocation, and reimbursement and agrees that all such accommodations, relocations, and reimbursements shall comply with the current provisions of 23 CFR 645 and the ODOT Utilities Manual.

**SECTION V - Maintenance**

Upon completion of the described Project, and unless otherwise agreed, the LPA shall: (1) provide adequate maintenance for the described Project in accordance with all applicable state and federal law, including, but not limited to, 23 USC 116; (2) provide ample financial provisions, as necessary, for the maintenance of the described Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes.

**SECTION VI - Consultants and Authority to Sign**

The County Engineer is hereby empowered on behalf of the County to enter into contracts with ODOT pre-qualified consultants for the preliminary engineering phase of the project and to enter into contracts with the Director of Transportation necessary to complete the above described project. Upon the request of ODOT, the County Engineer is also empowered to assign all rights, title, and interests of the County to ODOT arising from any agreement with its consultant in order to allow ODOT to direct additional or corrective work, recover damages due

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to errors or omissions, and to exercise all other contractual rights and remedies afforded by law or equity.

The LPA agrees that if Federal Funds are used to pay the cost of any consultant contract, the LPA shall comply with 23 CFR 172 in the selection of its consultant and the administration of the consultant contract. Further the LPA agrees to incorporate ODOT's "Specifications for Consulting Services" as a contract document in all of its consultant contracts. The LPA agrees to require, as a scope of services clause, that all plans prepared by the consultant must conform to ODOT's current design standards and that the consultant shall be responsible for ongoing consultant involvement during the construction phase of the Project. The LPA agrees to include a completion schedule acceptable to ODOT and to assist ODOT in rating the consultant's performance through ODOT's Consultant Evaluation System.

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

**RESOLUTION NO. 06-100**

**IN THE MATTER OF AMENDING THE CONTRACT FOR CHILD PLACEMENT AND RELATED SERVICES BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND HOUSE OF NEW HOPE**

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

Contract for Child Placement and Related Services  
AMENDMENT NO. 1

This Amendment, effective January 12, 2006, is to amend the Contract for Child Placement and Related Services between the Delaware County Department of Job and Family Services, a department of the Delaware County Commissioners, and House of New Hope, entered into on the first day of July, 2005.

- I. Article IV. Reimbursement for Placement Services: Changes the amount reimbursable under the contract from \$100,000.00 to \$135,000.00.

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

**RESOLUTION NO. 06-101**

**IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND ORANGE BOY, INC. FOR CONTRACTED SERVICES FOR PROGRAM PARTICIPANTS:**

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

AGREEMENT

This Agreement is entered into by and between Delaware County Department of Job and Family Services (hereinafter, "Department"), the Delaware County Board of Commissioners (hereinafter, "County"), and Orange Boy, Inc. (hereinafter, "Orange Boy").

This Agreement and its Attachments shall constitute the entire understanding and agreement between the Department and Orange Boy, 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.

WHEREAS, the County has accepted state funds and needs to provide services or, contract out for services, and Orange Boy is willing to provide services or, contract out for services, and Orange Boy is willing to provide those services at an agreed-upon price, the Parties mutually agree that:

**ARTICLE I DEFINITIONS, PURPOSE, OBLIGATIONS**

**A. Definitions**

"State" means the Governor of the State of Ohio, or any agency, department, person or persons authorized in his behalf.

"Orange Boy" means Orange Boy.

"Department" means the Delaware County Department of Job and Family Services (DJFS).

"Workforce Development" means the Workforce Development Division of the Department.

Workforce Development seeks to create an employer CD to assist in the launch of an integrated

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marketing campaign in 2006 that targets its services toward employers in the county.

**B. Purpose of Agreement**

The purpose of the agreement is to state the covenants and conditions under which Orange Boy will provide services in Delaware County for Workforce Development meeting required outcome performance standards.

**C. Obligations of Orange Boy**

Orange Boy agrees to create an employer CD, described in detail in Appendix I hereafter, in accordance with Federal, State and local laws, ordinances, regulations and/or guidelines and any additions, deletions or amendments thereto.

Orange Boy shall not perform in any way inconsistent with the terms of this agreement except as approved, in writing, by the Department. Adjustments in the services to be provided under Appendix I, attached, may not be made without prior approval of the Department.

**ARTICLE II STATEMENT OF WORK TO BE PERFORMED/PROPOSAL**

Appears in Appendix I.

**ARTICLE III COMPENSATION AND METHOD OF PAYMENT/BUDGET**

**A. Reimbursement**

The Department agrees that reimbursement of all costs will be dependent upon Orange Boy performance in the delivery of services specified in the statement of work appearing as Appendix I and subject to the approved budget appearing as Appendix II attached. Payment shall be made by the Delaware County Auditor upon proper presentation of request, when approved by the Department and Orange Boy. Payment shall be made on a direct cost reimbursement basis (reference Appendix II Budget attached). Department recognizes only those expenses that have actually occurred; invoices must be submitted as a request for reimbursement of actual cash expenditures.

Orange Boy shall provide an invoice to the Department, no later than 30 days past the service month. This invoice shall adhere to the guidelines communicated by the Department and shall include names of individuals served, service provided or requested that month, and number of new clients with services rendered.

**B. Maximum Compensation**

Orange Boy agrees to accept as full payment for services rendered in a manner satisfactory to the Department, the less of the following: (1) The maximum amount of \$6,500.00 or (2) the amount of cash expenditures made by the Contractor for purposes of carrying out the services stated herein. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of \$6,500.00.

**ARTICLE IV ACCESS TO RECORDS**

At any time, during regular business hours, with reasonable notice and as often as the Department, the Comptroller General of the United States, the State, or other agency or individual authorized by the Department may deem necessary, Orange Boy shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other data relating to all matters covered by this Agreement. The Department and the above named parties shall be permitted by Orange Boy to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this agreement. Orange Boy must maintain all required records for three years after a state audit is conducted and all pending matters are closed. Prior to the destruction of records, Orange Boy shall contact the Department to obtain written notification that records may be destroyed.

**ARTICLE V TIME OF PERFORMANCE**

This Agreement shall become effective upon execution by the Department as of, January 15, 2006. The services of Orange Boy are to commence immediately and all costs allowable under the contract shall be incurred no later than, June 30, 2006.

**ARTICLE VI BONDING AND INSURANCE**

Orange Boy shall present current certificates prior to commencement of this agreement, and shall

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maintain during the term of this agreement, the insurance and bonds specified below:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. (Certificate not required if it's a government agency.)
- b. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subcontractors, if any are used.
- c. Umbrella or Excess Liability insurance (over and above Commercial General Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$300,000 (Combined Single Limit) or, \$100,000 per person and \$300,000 per accident for Bodily Injury and \$100,000 per accident for property damage.
- e. The Board of Delaware County Commissioners must be named as "Additional Insured" on the policies listed in paragraphs b, c, and d above.

**ARTICLE VII INDEMNIFICATION**

A. Orange Boy understands and agrees that it is an independent Contractor and agrees to indemnify and hold the County harmless from liability of any and all claims, demands, or suits, in contract or in tort, actual or threatened, and from damages or payments including, but not limited to, costs and expenses arising out of breach of contract or the acts or omissions of the Contractor. Orange Boy further agrees to indemnify the County for any wrongful disclosure or other such lawsuits or regulatory actions arising from any Release of Information forms shared between Orange Boy and any other agency or employer.

B. Orange Boy shall assume full responsibility for and shall indemnify the County for any damage to or loss of any County property, including building, fixtures, furnishings, equipment, supplies, accessories or parts resulting in whole or part from any negligent acts or omissions of Orange Boy or any employee, agent or representative of Orange Boy.

**ARTICLE VIII MAINTENANCE OF EFFORT**

It is understood and agreed that the level of services, activities and expenditures by Orange Boy, in existence prior to the initiation of services hereunder, shall be continued and not be reduced in any way as a result of this agreement except for reduction unrelated to the provisions or purposes herein stated. Orange Boy shall certify that any costs incurred pursuant to the agreement will not be included as a cost of any other federally financed program in either the current or a prior period.

**ARTICLE IX CONFLICT OF INTEREST**

Orange Boy covenants that, to the best of its knowledge, no person under its employ, who presently exercises any functions or responsibilities in connection with the Department or projects or programs funded by the Department, has any personal financial interest, direct or indirect, in this agreement. Orange Boy further covenants that in the performance of this agreement, no person having such conflicting interest shall knowingly be employed by Orange Boy. Any such interest, on the part of Orange Boy or its employees, when known, must be disclosed in writing to the Department.

**ARTICLE X MODIFICATIONS**

Modifications of this Agreement may be made by the written mutual consent of the parties hereto.

**ARTICLE XI TERMINATIONS/SEVERABILITY**

**A. Termination for the Convenience of the Department**

The Department may terminate this Agreement when it is determined by the Department to be in its best interest to do so, by giving at least seven (7) days advance notice, in writing, to Orange Boy. Orange Boy shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

**B. Termination for the Convenience of Orange Boy**

Orange Boy may terminate this Agreement at any time by giving at least seven (7) days advance notice, in writing, to the Department. Orange Boy shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such

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termination.

**C. Severability**

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

**ARTICLE XII ASSURANCES AND CERTIFICATIONS**

Orange Boy assures and certifies that:

1. It possesses legal authority to enter into this Agreement: a resolution, motion or similar action has been duly adopted or passed as an official act of Orange Boy governing body, authorizing the negotiation and execution of this Agreement, including all covenants, understandings and assurances herein contained and directing and authorizing the person identified as the official representative of Orange Boy to act in connection with this Agreement and to provide such additional information as may be required by the Department.
2. All applicants to this program either for staff or enrollees will be informed of their rights and responsibilities at the time of application. No person with responsibility in the operation of a program of the Department will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, political affiliation, age, belief or handicaps. Any complaint or discrimination in the operation of such programs shall be handled in a manner compliant with the policies and procedures of the Department.
3. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. Appropriate standards for health and safety in work and training situations will be maintained.
5. It shall comply with the provisions of the Delaware County Concealed Carry Policy.
6. It is understood by Orange Boy that availability of funds is contingent on appropriations made by the County, State and Federal government. In the event that state and/or federal reimbursement is no longer available to the Department, therefore requiring changes or termination of this Agreement, such changes or termination will be effective on the date that state and/or federal reimbursement is no longer available or later, as otherwise stipulated by the Department. Orange Boy will indemnify and hold harmless the Department for any and all claims, demands or suits relating to withdrawal of state and/or federal reimbursement and Article XI will not apply.
7. All reports, brochures, literature and pamphlets developed through this Agreement will acknowledge the services being offered through Orange Boy partnership with the Delaware County Job Network System.
8. It recognizes its responsibility for and agrees to assume full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by Orange Boy.
9. It recognizes and accepts its responsibility to maintain easily accessible and auditable financial and programmatic records.
10. It will submit to the Department the most recently completed financial audit of all funding sources used in the project as prepared by a Certified Public Accountant or auditor approved by the State as part of the Single Audit Act.
11. It will submit reports showing progress towards achieving the outcomes which are specified in Appendix I, attached. It will also submit on a timely basis any other reports required by the State or Department.
12. All services delivered under this contract will be provided in accordance with the Department's Prevention and Retention and Contingency Policy. If similar direct services to participants are provided from other resources, only those costs resulting from WIA eligible participation will be reimbursed through this Agreement.

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13. It will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Orange Boy will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex or national origin, according to federal law.
14. It will, in all solicitation or advertisements for employees placed by or on behalf of Orange Boy, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin, according to federal law.
15. In the hiring of employees for the performance of work under the agreement or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and able to perform the work to which the contract relates.
16. No contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Ohio Revised Code, national origin, or ancestry.
17. It will comply with all provisions of the Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor and State.
18. It agrees that it will perform the duties under this contract in compliance with section 104 of the Personal Responsibility and Work Opportunities Reconciliation Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under this agreement will be used to promote the religious character and activities of Orange Boy. If any participant objects to the religious character of the organization, Orange Boy will immediately refer the individual to the Department for an alternative provider.
19. Neither it nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this contract, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment.
20. It will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.
21. It agrees to comply with 42 U.S.C. Sections 1320d through 1320d-8, and implementing regulations at 45 C.F.R. Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996.
22. Claims made to the Department for payment for services to eligible individuals do not duplicate claims made by Orange Boy to other sources of public funds for the same service. The services being agreed upon are not available on a non-reimbursable basis.
23. Nothing in this agreement shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from this contract supplement and do not supplant existing services.
24. All fixed assets purchased with funds provided through this agreement remain the property of the Department. Upon termination of the agreement, Orange Boy may be asked to return equipment and other fixed assets to the Department.
25. It shall not discriminate in hiring and promotion against applicants for, and participants of, the Ohio Works First Program established under Chapter 5107 of the Revised Code and the Prevention, Retention and Contingency Program established under Chapter 5108 of the Revised Code. Orange Boy further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
26. It agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. Orange Boy further certifies that it will include a provision in any

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agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.

27. It is bound by the disclosure rules of the Ohio Department of Job and Family Services; disclosure of information in a manner not authorized by the rules is a breach of the contract and a violation of Sections 5101.27 and 5101.99 of the Revised Code.
28. Services will not be provided through this contract to individuals who are fugitive felons or probation or parole violators; families with an outstanding OWF or PRC fraud overpayment balance; individuals who are not U.S. citizens or qualified aliens; and families found to have fraudulently misrepresented residence in order to obtain assistance in two or more states.
29. It will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.D. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any federal award will be disclosed.
30. It will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 SC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 Cfr Part 15, which prohibit the use under nonexempt federal contracts, grants, or lands of facilities included in the EPA List of Violating Facilities. Violations shall be reported to the State/county agency and to the US EPA Assistant Administrator for Enforcement (EN-329).
31. It is not listed in the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. Endorsement of this Contract certifies its exclusion status and that of its principals.
32. It will comply with all other federal, state or local laws not enumerated herein.

**ARTICLE XIII GOVERNING LAW**

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

This contract includes the following appendices:

- |             |  |
|-------------|--|
| Appendix I  | Statement of Work to be Performed/Proposal |
| Appendix II | Budget                                     |

**Appendix I  
Statement of Work to be Performed/Proposal**

**Consulting Services Quote**

For: Delaware County Department of Job and Family Services, Workforce Development Division

Project: Employer CD

Date: November 28, 2005

The Workforce Development Division of Delaware County Department of Job and Family Services ("Delaware JobLink"), aims to launch an integrated marketing campaign in 2006 that targets its services toward employers in the county. Activities in the works include a new logo, website, employer product sheets and a customer relationship management database.

The department seeks the creation of an employer CD to pull all of these elements together into one package to promote Delaware Joblink to employers. This proposal outlines services provided by Orange Boy, Inc. to produce the CD as well as costs associated with the project.

**Description of Services**

The employer CD is a tool that captures a variety of resources into one format that is both easy to use and

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distribute. The CD would include video footage, presentations, documents, local employment facts and statistics, forms, and links to useful websites.

The CD can either be sent to an employer for their own viewing, or it can be used as a tool that employment specialists use when they go out to visit with employers. The CD will be designed to start running when inserted into a computer, and it will have a menu of services users can choose to view depending on their interests. Each section will have 'start,' 'stop,' 'FF' and 'REW' functions so users can navigate the CD to meet their needs.

Specific components include (these items may change based on the department's final input):

**Video elements:**

- Welcome from WIA board member (45-60 seconds)
- Two employer testimonials (60-90 seconds each)
- Excerpts from the Job Network video (to highlight services offered to job seekers)

**Articles/Resources:**

- Tax incentives for employers (slide show format with audio narration)
- Employee Recruitment Techniques (PDF format)
- Employee Retention Techniques (PDF format)

**Informational:**

- What is a One-Stop and how can it help employers?
- Delaware Joblink accomplishments
- Local economy market and labor statistics

**Forms:**

- Job posting form
- Request for services from the One-Stop (reserve rooms for open interviews, pre-screen candidates, etc.)

**Links:**

Links to employment-related websites, (to be determined)

**Pricing**

The fee to create the employer CD as described above is \$6,500. This fee includes creation of scripts and production of video elements; designing the overall menu for the CD; adding content for each of the sections, and duplication of 100 CDs.

**APPENDIX II  
REVISED PROPOSED BUDGET 2006  
(For period 01/15/06 to 06/30/06)  
Orange Boy  
WIA/TANF Budget Delaware County  
2006**

Category	Basis	Total \$
Programming	Creation of scripts, production of video elements, design of overall CD menu, content for each of the sections, and duplication of 100 CD's.	<b>\$6,500.00</b>
	<b>Total</b>	<b>\$6,500.00</b>

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

Orange Boy 22311611-5348                      \$6,500.00

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

**RESOLUTION NO. 06-102**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

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

Marty Starky, with the Department of Job and Family Services, has accepted the promotion to a Social Service Worker I; effective date January 30, 2006.

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

**RESOLUTION NO. 06-103**

**IN THE MATTER OF APPROVING THE RESOLUTION OF NECESSITY FOR PURCHASE OF A PASSENGER VAN FOR USE BY THE DELAWARE COUNTY JUVENILE COURT; COUNTY COMMISSIONERS; ANY OTHER COUNTY DEPARTMENT, BOARD, COMMISSION, OFFICE OR AGENCY; OR ANY ELECTED COUNTY OFFICIAL OR HIS OR HER EMPLOYEES:**

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

WHEREAS; the Board of County Commissioners of Delaware County, Ohio are required by Ohio Revised Code §307.41, to find, by resolution of necessity, that it is necessary to expend county (Court) monies for the purchase or lease of a new passenger van to be used by the Delaware County Juvenile Court, the County Commissioners, by any other county department, board, commission, office or agency, or by any elected county official or his or her employees, and

WHEREAS; the Board of County Commissioners of Delaware, County, Ohio has before it a request from the Delaware County Juvenile Court, to expend county (Court) monies for the purchase of one new passenger van; and

WHEREAS; the Board of County Commissioners have legally appropriated monies from the proper fund for the acquisition of this vehicle

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 declare that a necessity exists to purchase one passenger van for use by the Delaware County Juvenile Court.
- Section 2.            That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the number of motor vehicles required is one for replacement of a 1987 10-passenger van with 148,520 miles on it.
- Section 3.            That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the estimated cost of said purchase will be a total of \$20,000.
- Section 4.            That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the purchase of said vehicle will be in conformity with the public bidding requirements of Ohio Revised Code 307.86 through 307.92.

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

**RESOLUTION NO. 06-104**

**IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS TARTAN FIELDS PHASE 20A AND TARTAN FIELDS PHASE 21:**

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

Tartan Fields Phase 20A	1,105 feet of 8- inch sewer 1,129 feet of 10-inch sewer	13 manholes
Tartan Fields Phase 21	3,551 feet of 8- inch sewer	15 manholes

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

**RESOLUTION NO. 06-105**

**IN THE MATTER OF APPROVING A CHANGE ORDER TO THE CONTRACT WITH TRUCCO CONSTRUCTION COMPANY INC. FOR THE PERRY – TAGGART SANITARY SEWER IMPROVEMENTS:**

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

**Delaware County Sanitary Engineer**

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**CHANGE ORDER**

**Order No.:** 7

**Date:** January 16, 2006

**Agreement Date:** November 1, 2004

**NAME OF PROJECT:** PERRY – TAGGART SANITARY SEWER IMPROVEMENTS – CONTRACT S04-1

**OWNER:** DELAWARE COUNTY COMMISSIONERS

**CONTRACTOR:** TRUCCO CONSTRUCTION CO. INC.

The following changes are hereby made to the CONTRACT DOCUMENTS:

Trucco Construction Company shall divert the Wingate Farms 8 Inch Diameter Force Main to Manhole # 50 of the Perry-Taggart Sanitary Sewer Improvements. Proposed change in work shall include an inside drop connection from the force main to the gravity sewer in accordance with the Perry-Taggart Sewer Improvements Contract Documents and the Standard Plans and Specifications for Construction of Sanitary Facilities, Delaware County, Ohio. This work will be paid by a time and materials basis not to exceed \$4,697.00.

**REASONING:** This force main was to be abandoned through the installation of Tunnel J. Tunnel J was removed from the project via Change Order # 1A. This force main connects into Manhole # 1. This manhole and a section of the newly installed upstream sewer needs to be clean and tested for water tightness and structural integrity. The current force main configuration at MH #1 prevents the required testing from being performed. The force main needs to be redirected to an upstream manhole to facilitate the required testing

**Change to Contract Price:**

Original Contract Price: **\$16, 215,835.00**

**Current Contract Price adjusted by previous Change Order:** \$16,285,604.48

**The Contract Price due to this Change Order will be increased by:** \$4,697.00 (not to exceed)

**The new Contract Price including this Change Order will be:** \$16,290,301.48.

**Change to Contract Time:**

The Contract Time will be (increased/decreased) by zero (0) calendar days.

The date for completion of all work will be July 8, 2006 (date).

**Approvals Required:**

To be effective this Order must be approved as require by the General Conditions of the Contract Documents.

**Requested by:** Delaware County Sanitary Engineer

**Recommended by:** Delaware County Sanitary Engineer

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

**RESOLUTION NO. 06-106**

**IN THE MATTER OF APPROVING A CHANGE ORDER TO THE CONTRACT WITH DELAWARE COUNTY BANK FOR LOCK BOX SERVICES :**

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

**CHANGE ORDER**

**Order No. 1**

**Date: January 23, 2006**

**Agreement Date: May 24, 2004**

NAME OF PROJECT: LOCK BOX SERVICES

OWNER: DELAWARE COUNTY

CONTRACTOR: DELAWARE COUNTY BANK

The following changes are hereby made to the CONTRACT DOCUMENTS:

Justification: Extend contract period additional two (2) years

**Change to Contract Price:**

Original Contract Price: \$ N/A

Current Contract Price adjusted by previous Change Order: \$ N/A

The Contract Price due to this Change Order will be (increased/decreased) by: \$ N/A

The new Contract Price including this Change Order will be: \$ N/A

**Change to Contract Time:**

The Contract Time will be increased by TWO (2) calendar years

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The date for completion of all work will be January 31, 2008.

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

**RESOLUTION NO. 06-107**

**IN THE MATTER OF APPROVING THE QUARTERLY REPORT OF THE BYRNE GRANT FOR ADULT COURT SERVICES:**

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the quarterly Report of the Byrne Grant.

(Copy of report available in the Commissioners office until no longer of Administrative Value).

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

**RESOLUTION NO. 06-108**

**IN THE MATTER OF APPROVING TRANSFER OF FUNDS FOR THE DAY REPORTING GRANT:**

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

<b>Transfer of Funds</b>		Amount
From:	To:	
10022202-5801	25822305-4601	\$25,000.00
Adult Court Services/Transfers	Day Report Grant/Interfund Revenue	

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

**RESOLUTION NO. 06-109**

**IN THE MATTER OF AUTHORIZING ISSUING A REQUEST FOR PROPOSALS/REQUEST FOR QUALIFICATIONS FOR QUALIFIED FIRMS TO SUBMIT PROPOSALS FOR GRANT CONSULTING SERVICES FOR THE DELAWARE COUNTY COMMUNITY HOUSING IMPROVEMENT PROGRAM (CHIP) 2006:**

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

To authorize issuing a Request for Proposals/Request for Qualifications for qualified firms to submit proposals for a grant consulting opportunity to prepare an application for, and /or administer, CHIP grant funds for the County for the 2006 CHIP program. Said proposals must be submitted to the County by 5:00 p.m. (Eastern Standard Time), February 10, 2006.

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

**RESOLUTION NO. 06-110**

**IN THE MATTER OF APPROVING THE STATE EMERGENCY RESPONSE COMMISSION (SERC) CHEMICAL EMERGENCY PLANNING AND RIGHT-TO-KNOW FUND GRANT APPLICATION:**

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

WHEREAS, the Delaware County Local Emergency Planning Committee (LEPC) approved the 2006 Chemical Emergency Planning and Right-to-Know fund grant application for forwarding to the Board of Commissioners, and

WHEREAS, this grant assists with the training and operations of the Emergency Management Agency and LEPC within Delaware County;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approve the forwarding of this grant application to the SERC.

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

**RESOLUTION NO. 06-111**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR COUNTYWIDE RADIO COMMUNICATIONS:**

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

<b>Supplemental Appropriation</b>		Amount
41111421-5410	Countywide Radio Communication/Building & Improvements	\$9,530.00
Vote on Motion	Mr. Evans      Aye      Mr. Jordan      Aye      Mr. Ward	Aye

**RESOLUTION NO. 06-112**

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

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into executive Session at 10:44AM.

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

**RESOLUTION NO. 06-113**

**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 11:50AM.

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

**VISIT TO THE PRIME SITE (BEHIND THE LAW PROPERTY) ON THE FAIR GROUNDS-THE 800 MHZ PROJECT**

There being no further business the meeting adjourned.

\_\_\_\_\_  
Glenn A. Evans

\_\_\_\_\_  
Kristopher W. Jordan

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

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