

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 30, 2006

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

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

- 7:15 PM Reconvening The Public Hearing For Consideration Of Request To Vacate A 50 Foot Wide Area (0.218 Acre Tract) Between Lot 4186 And Lot 4187 Off North Lakehill Road In Concord Township
- 7:30 PM Final Hearing For The Sackett #328 Ditch Project

PUBLIC COMMENT

Mr. and Mrs. Frank Grady of 2309 Ford Road talked to the Commissioners about problems with large amounts of water not draining from their yard. The property is part of the Basinger #336 watershed and a Ditch Petition is in process for the watershed. The County Engineer and the Soil and Water District are working with the Townships in the watershed so possible road improvements in the area will work with the possible drainage improvements. (For a complete record refer to the Official CD minutes).

RESOLUTION NO. 06-121

RECONVENING THE PUBLIC HEARING FOR CONSIDERATION OF REQUEST TO VACATE A 50 FOOT WIDE AREA (0.218 ACRE TRACT) BETWEEN LOT 4186 AND LOT 4187 OFF NORTH LAKEHILL ROAD IN CONCORD TOWNSHIP:

It was moved by Mr. Ward, seconded by Mr. Jordan to reconvene the Hearing at 7:20PM.

Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Absent	Mr. Ward	Aye
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RESOLUTION NO. 06-122

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF REQUEST TO VACATE A 50 FOOT WIDE AREA (0.218 ACRE TRACT) BETWEEN LOT 4186 AND LOT 4187 OFF NORTH LAKEHILL ROAD IN CONCORD TOWNSHIP:

It was moved by Mr. Jordan, seconded by Mr. Ward to close the Hearing at 7:30PM.

Vote on Motion	Mr. Ward	Aye	Mr. Jordan	Aye	Mr. Evans	Absent
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RESOLUTION NO. 06-123

IN THE MATTER OF GRANTING THE PETITION TO VACATE A 50 FOOT WIDE AREA (0.218 ACRE TRACT) BETWEEN LOT 4186 AND LOT 4187 OFF NORTH LAKEHILL ROAD IN CONCORD TOWNSHIP UPON THE CONDITION THAT THE ABUTTING LAND OWNERS' INTENTION TO TRANSFER THE VACATED PORTION OF THE ROAD RIGHT OF WAY TO THE K. QUICK FAMILY FLP IS COMPLETED WITHIN 120 DAYS:

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

Whereas, on November 18, 2005 the Delaware County Commissioners received a petition filed by the Concord Township Trustees, requesting to vacate 50 feet (0.218 Acre) off North Lakehill Road in Concord Township, Ohio, and

Whereas, The K. Quick Family FLP (Kathleen Quick) is the requesting party to The Concord Township Trustees and the request was passed by The Township Trustees with Resolution No. 111005, and

Whereas, the request to vacate is described below:

LEGAL DESCRIPTION FOR VACATION OF A 0.218 ACRE TRACT TO BE VACATED (50 FOOT WIDE AREA BETWEEN LOT 4189 AND LOT 4187)

Situated In The State Of Ohio, County Of Delaware, Township Of Concord, Located In Part Of Farm Lot 17, Section 2, Township 2, Range 18, United States Military Lands, Being The 50 Foot Wide Right Of Way Between Lot 4186 And Lot 4187 In The Lake Hill Estates No. 2, As Delineated And Recorded In Plat Book 7, Page 255 Recorder's Office, Delaware County, Ohio, And More Particularly Described As Follows:

Beginning At An Iron Pin Found In The North Right Of Way Line Of North Lakehill Road

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 30, 2006**

Marking The Southeast Corner Of Lot 4186 In Said Lake Hill Estates No. 2 Conveyed To James D. & Lanell B. Moore In Deed Book 596, Page 410;

Thence North 04°33'00" East 196.94 Feet, In West Line Of Said 50 Foot Wide Right Of Way And The East Line Of Said Lot 4186, To An Iron Pin Set In The North Line Of Said Lake Hill Estates No. 2 Marking The Northeast Corner Of Lot 4186 And Being In The South Line Of A 6.912 Acre Tract Conveyed To K. Quick Family Limited Partnership In Official Record 614, Page 114;

Thence South 86°02'00" East 50.00 Feet In The North Line Of Said 50 Foot Wide Right Of Way, The North Line Of Said Lake Hill Estates No. 2 And In The South Line Of Said 6.912 Acre Tract To An Iron Pin Found Marking The Northwest Corner Of Lot 4187 In Said Lake Hill Estates No. 2 Conveyed To Michael J. And Cindy L. Rooney In Official Record 457, Page 1993;

Thence South 04°33'00" West 183.07 Feet, In The East Line Of Said 50 Foot Wide Right Of Way Line And The West Line Of Said Lot 4187 To An Iron Pin Found In The North Right Of Way Of North Lakehill Road Marking The Southwest Corner Of Said Lot 4187;

Thence In The North Right Of Way Of North Lakehill Road Along The Arc Of A Curve To The Left Which Has Radius Of 160.64 Feet, A Delta Of 09°12'03" And Arc Length Of 25.80 Feet, Which Has A Chord Bearing Of South 80°30'14" West And A Chord Distance Of 25.77 Feet, To An Iron Pin Set;

Thence South 76°32'44" West 26.29, In The North North Right Of Way North Lakehill Road, To The Principle Place Of Beginning, Containing 0.218 Acres, More Or Less.

Basis Of Bearings Are From Plat Book 7, Page 255 Based On The North Line Of Said Lake Hill Estates No. 2 Being South 86°02'00" East. A Survey Of The Above Described Premises Was Done By Robert T. Patridge Jr., P.S. 7462, In July 2005. All Iron Pins Set Are 30" Long And Capped Patridge Surveying. All Reference Documents Are On File At The Delaware County Recorder's Office, Delaware, Ohio.

This Legal Description Is For Vacation Purposes Only And Not To Be Used For Transfer Of Property.

Whereas, the Board of County Commissioners viewed the location of the proposed vacation on the 19th day of December 2005 at 1:30 PM; and

Whereas, the Board of County Commissioners opened a Public Hearing on the 27th day of December 2005, at 9:30AM, and reconvened said hearing on January 30, 2006 at 7:15PM and at that hearing the Board found the vacation would serve the public convenience and welfare.

Now therefore Be it Resolved, that the 50 FOOT WIDE AREA (0.218 ACRE TRACT) BETWEEN LOT 4186 AND LOT 4187 OFF NORTH LAKEHILL ROAD IN CONCORD TOWNSHIP as described above shall be vacated; UPON THE CONDITION THAT THE ABUTTING LAND OWNERS' INTENTION TO TRANSFER THE VACATED PORTION OF THE ROAD RIGHT OF WAY TO THE K. QUICK FAMILY FLP IS COMPLETED WITHIN 120 DAYS. The vacated portion of this road shall pass in fee to the abutting landowners as provided by law. The Delaware County Engineer shall cause an accurate survey and map to be made and filed with this board.

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

RESOLUTION NO. 06-124

IN THE MATTER OF ADOPTING A RESOLUTION DECLARING IT NECESSARY TO LEVY A TAX IN EXCESS OF THE TEN MILL LIMITATION FOR THE OPERATING EXPENSES FOR COMMUNITY MENTAL RETARDATION AND DEVELOPMENTAL DISABILITIES PROGRAMS AND SERVICES BY THE DELAWARE COUNTY BOARD OF DEVELOPMENTAL DISABILITIES:

The Board of County Commissioners of Delaware County, Ohio met in regular session the 30TH day of January 2006, at the Commissioners Office, 101 N. Sandusky Street, Delaware, Ohio with the following members present: Kris Jordan, and James D. Ward and the following member absent Glenn A Evans.

Commissioner Ward, moved and Commissioner Jordan, seconded the motion to adopt the following Resolution:

WHEREAS, the amount of taxes which may be raised within the ten-mill limitation will be insufficient to provide the Delaware County Board of Mental Retardation and Developmental Disabilities for the necessary requirements; therefore be it

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 30, 2006**

RESOLVED, by the Board of County Commissioners of Delaware County, Ohio, two-thirds of all members elected thereto concurring, that it is necessary to levy a tax in excess of the ten mill limitation in the form of a replacement of a tax for the benefit of Delaware County for the purpose of OPERATION OF COMMUNITY MENTAL RETARDATION AND DEVELOPMENTAL DISABILITIES PROGRAMS AND SERVICES BY THE BOARD OF DEVELOPMENTAL DISABILITIES at a rate not exceeding 2.1 mills for each one dollar of valuation, which amounts to \$0.21 for each one hundred dollars of valuation, for 5 years, commencing in 2006, first due in calendar year 2007.

RESOLVED, that the question of levying additional taxes be submitted to the electors of said Delaware County at the Primary Election to be held at the usual voting places within said Delaware County on the 2nd day of May 2006, pursuant to R.C. 5705.19 and R.C. 5705.222; and be it further

RESOLVED, that said levy be placed upon the tax list of the current year if the majority of the electors voting thereon vote in favor thereof; and be it further

RESOLVED, that the Clerk of this Board of County Commissioners be and she is hereby directed to certify a copy of this Resolution to the Board of Elections, Delaware County, Ohio, this resolution is to be passed and certified to the Board of Elections seventy five days prior to the election upon which it will be voted and notify said Board of Elections to cause notice of election on the question of levying said tax to be given as required by law.

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

RESOLUTION NO. 06-125

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARDS:

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

WHEREAS, pursuant the Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30th, 2004, has adopted a policy for the use of County Procurement Cards. And;

WHEREAS, the appointing authority for the procurement card being the Delaware County Board of Developmental Disabilities adopts the policy established and adopted by the Delaware County Board of Commissioners for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2).

WHEREAS, the cardholders are aware of and have read the policy and are aware of the disciplinary action for misuse of the card and are aware of the responsibility associated with being a card holder and;

WHEREAS, the use of the purchasing card will follow the established procurement policy adopted by the Board of Developmental Disabilities;

NOW THEREFORE BE IT RESOLVED,

1. That the Delaware County Board of Developmental Disabilities authorizes the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Appointing Authority:	Delaware County Board of Developmental Disabilities
Office/Department:	Delaware County Board of Developmental Disabilities
Control Group:	OPT7
Daily spending per card:	\$5,000.00
Single transaction limit:	\$5,000.00
Monthly spending per card:	\$10,000.00
Daily number of transactions per card:	10
Monthly number of transactions per card:	50
Name on Card 1:	Robert R. Morgan, Superintendent
Name on Card 3:	Glen Tibbitts, Information Systems Manager

Appointing Authority:	Delaware County Board of Developmental Disabilities
Office/Department:	Delaware County Board of Developmental Disabilities
Control Group:	OPT7
Daily spending per card:	\$5,000.00
Single transaction limit:	\$5,000.00

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 30, 2006

Monthly spending per card: \$20,000.00
 Daily number of transactions per card: 10
 Monthly number of transactions per card: 50
Name on Card 2: Jillian Johnson, Office Manager

Appointing Authority: Delaware County Board of Developmental Disabilities
 Office/Department: Delaware County Board of Developmental Disabilities
 Control Group: OPT4
 Daily spending per card: \$1,000.00
 Single transaction limit: \$1,000.00
 Monthly spending per card: \$5,000.00
 Daily number of transactions per card: 10
 Monthly number of transactions per card: 50
Name on Card 4: Brenda Layman, Transportation Supervisor
Name on Card 5: Pamela Gallagher, Director of Educational Svcs.

Appointing Authority: Delaware County Board of Developmental Disabilities
 Office/Department: Delaware County Board of Developmental Disabilities
 Control Group: OPT2
 Daily spending per card: \$2,500.00
 Single transaction limit: \$ 500.00
 Monthly spending per card: \$2,500.00
 Daily number of transactions per card: 5
 Monthly number of transactions per card: 50
Name on Card 6: Jay Dague, Transportation Maintenance Associate
Name on Card 7: Susan Munday, Communications/Grant Coordinator

2. That the Delaware County Board of Developmental Disabilities designates the Administrative Assistant as the Department Coordinator.

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

RESOLUTION NO. 06-126

7:30 PM FINAL HEARING FOR THE SACKETT #328 DITCH PROJECT:

It was moved by Mr. Jordan, seconded by Mr. Ward to open the Hearing at 8:00PM.

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

RESOLUTION NO. 06-127

IN THE MATTER OF COMMISSIONERS ACCEPTING A REVISION TO THE ASSESSMENTS FOR THE SACKETT #328 DITCH PROJECT:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the revised assessments in which 3 parcels are no longer consider part of the watershed and the cost associated with the remaining parcels in the watershed will be slightly increased.

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

RESOLUTION NO. 06-128

IN THE MATTER OF CONTINUING THE PUBLIC HEARING TO ADDRESS THE SACKETT #328 DITCH PROJECT:

It was moved by Mr. Jordan, seconded by Mr. Ward to continue the Public Hearing to Monday February 6, 2006 at 7:15PM.

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

RESOLUTION NO. 06-129

IN THE MATTER OF APPROVING A RESOLUTION OF AUTHORIZATION FOR THE FILING OF AN APPLICATION WITH THE OHIO DEPARTMENT OF NATURAL RESOURCES:

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

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 30, 2006

Whereas, the State of Ohio, through the Ohio Department of Natural Resources, administers financial assistance for public recreation purposes, through Recreational Trails Program (RTP) and/or the Clean Ohio Trails Fund (COTF).

Whereas, the Delaware County Commissioners desire financial assistance under the Clean Ohio Trail Fund Program.

NOW, THEREFORE, be it resolved by the Delaware County Commissioners as follows:

1. That the Delaware County Commissioners approve filing an application for Clean Ohio Trail Fund financial assistance.
2. That James D. Ward is hereby authorized and directed to execute and file an application with the Ohio Department of Natural Resources and to provide all information and documentation required to become eligible for possible funding assistance.
3. That the Delaware County Commissioners do agree to obligate the funds required to satisfactorily complete the proposed project and become eligible for reimbursement under the terms and conditions of the Clean Ohio Trail Fund Program, which obligation will be contingent on receipt of sufficient funding (grant \$500,000.00) from the state of Ohio Clean Ohio Trail Fund Program.

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

RESOLUTION NO. 06-130

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 26, 2006 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the resolutions and records of the proceedings from regular meeting held January 26, 2006 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 06-131

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR127:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR127, and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
Kardex Systems	Shelving Clerk of Courts	40111402-5450	\$ 5,982.00
Maximus	Jury View Project	40111402-5450	\$ 25,000.00
Turning Point	Domestic Violence	24911311-5301	\$ 27,000.00
Maximus Inc.	Cost Allocation Plan	10011102-5301	\$ 9,800.00
Treasurer, State of OH	BCMh Crippled Children	10011102-5319	\$ 70,000.00
City of Delaware	40% Share Municipal Court	10029203-5319	\$ 140,000.00
Hartford Croton Fair	Grant	10011102-5601	\$ 7,000.00
Delaware County Fair	Grant	10011102-5601	\$ 10,000.00
Ben Shroyer	2 Generators for Decon Trailers	21511309-5260	\$ 6,107.20
Consolidated Electric Coop	Electric Service to Medic 6 & 9	10011303-5338	\$ 6,100.00
OSU Extension Office	Grant	10011102-5601	\$ 257,030.00
Global Protective Services	Security Services	10011102-5301	\$ 15,000.00
Best Restaurant Equipment	Misc Items/New Jail Kitchen	40411414-5410	\$ 59,999.02
Delaware Cab Co.	Client Travel	22411601-5355	\$ 55,000.00
Facilities	Telephone Reimbursement	22411605-5330	\$ 7,000.00
Vouchers			
Today's Learning Child	Day Care	22411610-5348	\$ 11,825.65
AEP	Service for Co. Buildings	10011105-533833802	\$ 11,371.89
Vititoe Construction	Ostrander Storm Drainage Project	23111709-5365	\$ 25,608.37
US Postal Services	Billing for Sanitary Engineer	65211905-5331	\$ 6,000.00

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

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 30, 2006**

RESOLUTION NO. 06 -132**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Prosecutors Office is requesting that Terri Scott attend a "How to Become a Great Communicator Course" in Columbus, Ohio February 22, 2006, at the cost of \$179.27.

The Child Support Enforcement Agency is requesting that Matt Smith, Bridgette Decastro, Regina Prouty and Sandee Pennick attend a Caseworker Alerts Management Training Columbus, Ohio February 6, 2006, at no cost.

The Child Support Enforcement Agency is requesting that Teresa Farlee, Adeana Gray and Pat Church, attend a Case Worker Alerts Management System in Columbus, Ohio February 7, 2006 (AM Session), at no cost.

The Child Support Enforcement Agency is requesting that Christine Dobrovich, Joyce Rhodes, Brett Bratton, Kelly Mills and Wendy Shannon attend a Case Worker Alerts Management System in Columbus, Ohio February 7, 2006 (PM Session), at no cost.

The Child Support Enforcement Agency is requesting that Wendy Shannon, Christine Dobrovich and Joyce Rhodes attend a Manager/Supervisor Alerts Manager Training in Columbus, Ohio February 14, 2006 at no cost.

The EMS Department is requesting that Sharon Creamer, Kathy Coy and Lise Sessley participate in an online seminar "Developing a True QA/OI Program" February 1, 2006.

The Department of Job and Family Services is requesting that Angela Thomas, Rhonda Leasure, Sharon Lloyd, and Tracey Merrin attend a Workforce 411 Conference for One Stop in Columbus, Ohio February 15-16, 2006, at the cost of \$45.00.

The Sheriff's Office is requesting that Alex Durbin, Patrick Swartz and Vern Boster attend Correctional Officer Academy in Ashland, Ohio January 9-February 1, 2006 at the cost of \$2,550.00.

Juvenile Court is requesting that Stephanie Diaz attend an Assessment Techniques for Working with Resistant Clients Workshop in Columbus, Ohio March 16, 2006, at the cost of \$81.00.

Juvenile Court is requesting that Stephanie Diaz attend a Sex Offender Treatment Workshop in Columbus, Ohio February 16-17, 2006, at the cost of 162.00

Juvenile Court is requesting that Stephanie Diaz attend an Effective Group Counseling Techniques for Working with Resistant Clients Workshop in Columbus, Ohio March 17, 2006, at the cost of \$81.00.

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

RESOLUTION NO. 06-133**IN THE MATTER OF CONFIRMING THE WITHDRAW OF THE ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, J. JEFFREY MCNEALEY, ESQ, REQUESTING ANNEXATION OF 212.91 ACRES OF LAND IN BERLIN TOWNSHIP TO THE CITY OF DELAWARE:**

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

Whereas, on August 5, 2005 the Clerk to the Board of Commissioners received an annexation petition request, from Agent for the petitioner, J. Jeffrey McNealey, Esq, to annex 212.91 acres from Berlin Township to the City of Delaware;

Whereas, the annexation petition was filed pursuant to Section 709.023 of the Ohio Revised Code;

Whereas, on August 8, 2005, Berlin Township filed with the Delaware County Board of Commissioners an objection (Berlin Township Resolutions 05-08-01, 05-08-02 and 05-08-03) to the annexation pursuant to Section 709.023(D) of the Ohio Revised Code, which objection states that the annexation petition does not comply with Sections 709.023 (E)(2), (5) & (6) of the Ohio Revised Code;

Whereas, on August 29, 2005, the Clerk to the Board of the Delaware County Commissioners received an acreage amendment to the annexation petition filed by J. Jeffrey McNealey Esq., to reflect annexation of 207.5 Acres, more or less, in Berlin Township to the City of Delaware;

Whereas, on September 15, 2005, the Delaware County Board of Commissioners denied the amended

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 30, 2006

annexation petition request to annex 207.5 acres, more or less, in Berlin Township to the City of Delaware;

Whereas, on September 19, 2005, the Delaware County Board of Commissioners reconsidered the denying of the amended petition, and

Whereas, on September 19, 2005 the Delaware County Board of Commissioners granted the amended annexation petition request to annex 207.5 acres, more or less, in Berlin Township to the City of Delaware;

Whereas, on August 26, 2005 Berlin Township filed a lawsuit styled *Berlin Township v. Delaware County Board of Commissioners, et al.*, Case No. 05-CVH-080647;

Whereas, on September 21, 2005, Berlin Township filed an amended complaint in mandamus and declaratory judgment action in the above-captioned lawsuit, which complaint alleged, among other things, that the Delaware County Board of Commissioners improperly reconsidered and approved the amended annexation petition by vote on September 19, 2005;

Whereas, on November 22, 2005, the Delaware County Court of Common Pleas entered an order granting Berlin Township’s complaint in mandamus; and

Whereas, on January 4, 2006, the Delaware County Commissioners received a request from agent for the petitioner, J. Jeffrey McNealey, Esq, to withdraw the annexation petition of 212.91 acres of land in Berlin Township to The City Of Delaware.

Therefore Be It Resolved, that the Delaware County Commissioners confirm the withdraw of the annexation petition from agent for the petitioner, J. Jeffrey McNealey, Esq, requesting annexation of 212.91 acres of land in Berlin Township to The City Of Delaware.

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

RESOLUTION NO. 06-134

IN THE MATTER OF APPROVING, WITH EXCEPTION TO RESOLUTION 05-1280 AND RESOLUTION 05-1281, THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 19, 2005 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve, with exception to Resolution 05-1280 and Resolution 05-1281, the resolutions and records of the proceedings from regular meeting held September 19, 2005 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 06-135

IN THE MATTER OF APPROVING DITCH MAINTENANCE PETITION FOR ESTATES AT MEDALLION:

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

Ditch Maintenance Petition- Estates At Medallion

We the undersigned owners of 7.68 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as **Estates At Medallion** as evidenced by the attached subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). These plats have been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

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

The cost of the drainage improvements is \$128,971.00 and a detailed cost estimate is available at the County Engineer’s office in Exhibit “D”. The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. Eleven lots are created in this plat and each lot receives an equal share of the

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 30, 2006

benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$11,724.64 per lot. An annual maintenance fee equal to 2% of this basis \$234.49 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$2,579.42 has been paid to Delaware County.

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

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

RESOLUTION NO. 06 -136

IN THE MATTER OF APPROVING THAT ACTION BE TAKEN AGAINST THE BOND OF J.D. PARTNERSHIP AND T&R PROPERTIES FOR CONSTRUCTION OF RAVINES OF ALUM CREEK:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve taking action against the bond of J.D. Partnership and T&R Properties:

Ravines of Alum Creek

In February, 2005, the developers for the referenced project, J.D. Partnership and T&R Properties, posted a bond so they could record their plat. At that time, their intention was to construct the project in 2005. As of this date, the project has not been constructed and the bond is due to expire February 4, 2006. The Engineer has advised the developer that, since they have recorded their plat, their bond must be renewed since the construction has not been completed. Although they have assured us they would renew their bond, they have not yet done so. Therefore, The Engineer request approval to take action against their existing bond should they fail to renew it prior to the February 4, 2006 date.

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

RESOLUTION NO. 06 -137

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

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

Permit #	Applicant	Location	Type of Work
U06016	The Knowledge Group	Manning Parkway	Place cable

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

RESOLUTION NO. 06 -138

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND CHARLES B. AND BILLE J. VAN GUNDY:

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

CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS

WITNESSETH: On this 30th day of January, 2006, Charles B. and Bille J. Van Gundy, married individuals, whose address is 13062 Coventry Ave, Pickerington, Ohio 43147, hereinafter, collectively the SELLER, consideration of the mutual promises, agreements, and covenants herein contained and the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, do hereby grant, remise, and sell the following described premises, hereinafter the PROPERTY, to the PURCHASER, to wit:

See Attached Exhibit A (Property Description)

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of One Hundred Twenty Seven Thousand, Five Hundred Dollars and no cents (\$127,500.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
 - A. All title, rights, and interest in and to the PROPERTY, and,

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 30, 2006**

- B. For damages to any residual lands of the SELLER; and,
- C. For SELLER's covenants herein; and,
- D. For expenses related to the relocation of the SELLER, their family, and business; and
- E. For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than ten days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur on or before, but no later than February 22, 2006. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 30, 2006**

the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal option, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
14. If any item, condition, portion, or section of this CONTRACT or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder thereof 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 the CONTRACT and all the terms, conditions, provision, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER 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.
17. The subject headings of the paragraphs in the CONTRACT are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

EXHIBIT A

April 15, 2003

Description of a 5.003 acre tract for Zippity, LLC TRACT 6

Situated in the Township of Liberty, County of Delaware, State of Ohio, being part of Farm Lot 19 in Quarter Township 3, Township 4, Range 19 of the United States Military Lands and being more particularly described as follows:

commencing at a railroad spike found at the southeast corner of said Farm Lot 19, also being in the centerline of Township Road 140 (Bean Oller Road);

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 30, 2006

thence along the said centerline of Township Road 140, also being the south line of said Farm Lot 19 North 86°West 886.30 feet to a Mag Nail set, being he TRUE POINT OF BEGINNING of the following described tract;

thence continuing along the said centerline of Township Road 140, also being the south line of said Farm Lot 19 North 86°00'00" West 60.13 feet to a Mag Nail set;

thence North 07°50'22" East 1,248.75 feet to an iron bar set (passing an iron bar set at 30.07 feet):

thence South 86°03'11" East 353.61 feet to an iron bar set;

thence South 04°44'23" West; 467.21 feet to an iron bar set;

thence North 86°03'11" West 318.79 feet to an iron bar set;

thence South 07°50'22" West 780.56 feet to the TRUE POINT OF BEGINNING (passing an iron bar set at 750-49 feet);

containing 5.03 acres, being part of an original 50.260 acre tract as described in Official Records Volume 321, Page 2173;

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

Surveyed by Karen S. Coffman, Surveyor, Registration Number 7845 on April 11, 2003. Basis of bearings is assumed. All iron bars set are set with a plastic cap marked "SLSS PS 7845".

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

RESOLUTION NO. 06-139

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR TRADITIONS OF POWELL AND MCCAMMON ESTATES SECTION 2:

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

Traditions of Powell	992 feet of 8-inch sewer	7 manholes
McCammmon Estates Section 2	1,744 feet of 8-inch sewer	11 manholes

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

RESOLUTION NO. 06-140

IN THE MATTER OF SELECTING MALCOLM PIRNIE, INC. TO PROVIDE CONSULTING AND ENGINEERING SERVICES FOR PHASE 1 OF THE RESIDUALS MASTER PLAN:

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

Whereas, the Delaware County Regional Sewer District have performed the required qualification of potential firms to provide consulting and engineering services for Phase 1 of the Residuals Master Plan.

Whereas, the Regional Sewer District received seven proposals and short list two firms for final qualifying interviews.

Whereas, on January 23, 2006 these interview were held with the short listed firms with the management staff of the Regional Sewer District to determine the most qualified firm to performed desired services.

Whereas, the management staff of the Regional Sewer District completed evaluations of the final interviews.

Therefore Be It Resolved, based on the final evaluations by the Regional Sewer District, that Malcolm Pirnie, Inc, Columbus, Ohio was deemed to be the best qualified to perform aforementioned services.

Further Be It Resolved that the Regional Sewer District will endeavor to enter into a contract with Malcolm Pirnie, Inc. for the desired scope of services.

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

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 30, 2006

RESOLUTION NO. 06-141

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Matt Kiss is resigning his position as a Truck Driver with the Water Reclamation Department; effective date January 24, 2006.

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

RESOLUTION NO. 06-142

IN THE MATTER OF DECLARING PERSONAL PROPERTY OBSOLETE, UNFIT, OR NOT NEEDED FOR PUBLIC USE AND AUTHORIZING THE PUBLIC AUCTION, PRIVATE SALE, INTERNET AUCTION, OR DISPOSAL OF CERTAIN PERSONAL PROPERTY:

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

WHEREAS, Delaware County has miscellaneous office furniture, chairs, filing cabinets, shelving, lockers, microwave ovens, miscellaneous office equipment, computers, monitors, printers, fax machines, copiers, typewriters, telephones and telephone systems, miscellaneous building hardware and materials, and minor tools and equipment which are not needed for public use, or are obsolete or unfit for the use for which they were acquired; and

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, declare the above personal property obsolete, unfit, or not needed for public use and when the fair market value of each item is less than \$2,500.00, authorize the public auction, private sale, internet auction, or the disposal or salvage of property that has no value, as set by the Ohio Revised Code Section 307.12.

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

RESOLUTION NO. 06-143

IN THE MATTER OF SELLING PERSONAL PROPERTY, WHICH IS NOT NEEDED FOR PUBLIC USE, OR IS OBSOLETE OR UNFIT FOR THE USE FOR WHICH IT WAS ACQUIRED BY INTERNET AUCTION:

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

WHEREAS, Delaware County Board of Commissioners has determined that each year the county has surplus property, including motor vehicles acquired for the use of county officers and departments, and road machinery, equipment, tools, or supplies, which is not needed for public use, or is obsolete or unfit for the use for which it was acquired; and

WHEREAS, Ohio Revised Code Section 307.12 (E) allows by resolution adopted each calendar year the sale of such property by internet auction;

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, declares its intent to sell such property by internet auction and adopt the following:

Delaware County

Online Surplus Property Disposition
General Guidelines

Delaware County hereby creates the following rules pursuant to Ohio Revised Code 307.12:

1. The Delaware County Board of Commissioners has determined that surplus personal property including motor vehicles acquired for the use of County Officers and departments, and road machinery, equipment, tools, or supplies, which is not needed for the public use, or is obsolete or unfit for the use it was acquired is appropriate to be sold by Internet auction.
3. The auctions shall be conducted on a continuous basis through accessing the Delaware County surplus property through the Delaware County website located at www.co.delaware.oh.us.
4. The surplus property will be posted for a period of no less than 15 days, including Saturdays, Sundays, and legal holidays, but such time may be extended at the discretion of the Board or its representative in order to maximize the financial return to the County.
5. The Board or its representative on an item-by-item basis may determine minimum price or reserve price and the terms or conditions of sale, including but not limited to requirements for pickup and/or delivery, method of payment, and payment of sales tax in accordance with applicable laws for that item. Such information shall be available on the website.

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 30, 2006**

6. The highest bid for the surplus property will prevail. However Delaware County reserves the right for its representative to withdraw the offer or cancel bids in an auction if one or more of the following circumstances apply:
 - a. It is determined that an auction shall be canceled or terminated early,
 - b. A bidder requests permission to back out of a bid,
 - c. The identity of the bidder cannot be verified, or
 - d. It is determined that a bidder is purchasing the surplus for a use contrary to the health and welfare of Delaware County or its citizens.
7. The Board of Commissioners has contracted with GovDeals, Inc. to provide the software necessary for completing the Internet auction.
8. The Board will advertise in a newspaper of general circulation after adoption of any resolution of its intent to sell surplus property by internet auction and will post a second notice 15 days after the publication of such first notice in the same newspaper of general circulation. In addition the County will publish in the month of January, April, July and October the existence of the online auction.
9. The County will also post a notice of such Internet auction in a conspicuous place and on a continuous basis and in the offices of the Board of County Commissioners and the County Auditor.
10. A notice will appear continuously on the County's website that surplus property is available through Internet auction.

Online Sales – Terms and Conditions

All bidders and other participants of this auction agree that they have read and fully understand these terms and agree to be bound thereby.

Guaranty Waiver. All property is offered for sale “AS IS, WHERE IS.” **Board of County Commissioners of Delaware County, Ohio (Seller)** makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect, or consequential.

Description Warranty. Seller warrants to the Buyer that the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If **Seller** confirms that the property does not conform to the description, **Seller** will keep the property and refund any money paid. The liability of **Board of County Commissioners of Delaware County, Ohio** shall not exceed the actual purchase price of the property. Please note that upon removal of the property, **all sales are final.**

Personal and property risk. Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and **GovDeals** from liability therefore.

Inspection. Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the item description. Please contact the individual listed on the item description (special instructions) to schedule an inspection.

Consideration of Bid. **The Board of County Commissioners of Delaware County, Ohio** reserves the right to reject any and all bids and to withdraw from sale any of the items listed.

Buyer's Certificate. Successful bidders will receive a Buyer's Certificate by email from **GovDeals**.

Payment. Payment in full is due not later than **5 business days** from the time and date of the Buyer's Certificate. Acceptable forms of payment are:

- U. S. Currency in the exact amount of the total purchase(s) (County offices cannot provide change)
- Certified Check
- Cashiers Check
- Money Order
- Company Check (with Bank Letter guaranteeing funds – **mandatory**)

Checks shall be made payable to: **Delaware County**. Payments shall be made at the location listed in the Buyer's Certificate.

Escrow Payment. When the purchase price (of a single item or the aggregate purchase price of multiple items) totals \$5,000 or greater, the Seller may require a down payment from the winning Buyer. This non-refundable fee will be 20% of the total purchase price. When the Seller exercises this option, the Buyer will have 48-hours from the time of issuance of the Buyers Certificate, to comply with this requirement. If Buyer fails to comply with this requirement within the stated time frame, the Seller can declare Buyer in default, bar them from further bidding and have them removed from the GovDeals system. If Buyer is in default, Seller may negotiate with next closest bidder, re-list at another auction and/or pursue all legal proceedings. All monies collected in escrow, will be deducted from total monies due at time of final payment.

Removal. All items must be removed within **10 business days** from the time and date of issuance of the Buyer's

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 30, 2006

Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal and any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will **Board of County Commissioners of Delaware County, Ohio** assume responsibility for packing, loading or shipping. Property may be removed between the hours of **9:00a.m. and 3:00p.m. , Monday through Friday**, excluding legal holidays. For additional information, please contact the individual listed on the item description (special instructions). A daily storage fee of \$10.00 may be charged for any item not removed within the 10 business days allowed and stated on the Buyer's Certificate.

Vehicle Titles. Seller will issue a title or certificate upon receipt of payment. Titles may be subject to any restrictions as indicated in the item description on the website. Open titles cannot be issued. **Board of County Commissioners of Delaware County, Ohio** will not issue replacement titles.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all items within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, **Seller** may exercise such rights and may pursue such remedies as are provided by law. Seller reserves the right to reclaim and resell all items not removed by Buyer thirty (30) days from the expiration of specified removal date.

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees that they have read, fully understand and accept these Terms and Conditions of Online Sales, and agree to pay for and remove the property, if the bid is accepted, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each item listed on GovDeals.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. The **Board of County Commissioners of Delaware County, Ohio** is **not** responsible for collection of taxes. Buyers are responsible for contacting the appropriate tax office, completing any forms, and paying any taxes that may be imposed.

Sales to Employees. Employees of the Board of County Commissioners of Delaware County, Ohio may bid on the property listed for auction, so long as they do NOT bid while on duty. Any officer or employee participating in the determination of certain property as surplus shall not submit a bid for its purchase.

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

RESOLUTION NO. 06-144

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Jeff Hanlon with the EMS Department is moving to a Full-Time Floater Position; effective January 4, 2006.

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

RESOLUTION NO. 06-145

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR ADULT COURT SERVICES:

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

Supplemental Appropriation	Amount
25422301-5001 Community Based Corrections Grant/Compensation	\$511.68
25422301-5120 Community Based Corrections Grant/PERS	\$70.10
25422301-5131 Community Based Corrections Grant/Medicare	\$7.42
25422301-5102 Community Based Corrections Grant/Workers Comp	\$9.21
10022202-5001 Adult Court Services/Compensation	\$2,490.48
10022202-5120 Adult Court Services/PERS	\$341.18
10022202-5131 Adult Court Services/Medicare	\$36.11
10022202-5102 Adult Court Services/Workers Comp	\$44.83

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

RESOLUTION NO. 06-146

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 30, 2006

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR COMMON PLEAS SPECIAL PROJECTS:

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

Transfer of Appropriation		amount
From	To	
25222203-5450	25222203-5260	\$10,500.00
Common Pleas Special Projects/Machinery & Equip.	Common Pleas/Inventoried Tools	

Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Absent	Mr. Ward	Aye
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There being no further business, the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners