

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 31, 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

- 10:00 AM Bid Opening Date And Time For The Gwinner Ditch Petition Project (50 Channing Street)**
- 10:30 AM Bid Opening Date And Time For The Section Line Road – OSU Project Improvement (50 Channing Street)**
- 12:00 PM Request for Proposal to Serve as Insurance Agent for the Board of Commissioners of Delaware County, Ohio.**
- 7:30 PM Public Hearing For Consideration Of A Ditch Petition, Within The Ruder #86 And Toot #98 Watersheds, Filed By Jeff Steen And Others (Hayes Building Room G-35)**

PUBLIC COMMENT

Judy Schneider spoke to the Commissioners on her drainage concerns for some of the long time residents on Tussic Street Road. The new construction of the road improvements is affecting the water flow from the road and storm water drainage. The Commissioners referred her to County Engineer, Chris Bauserman. (For a complete record refer to the Official CD minutes).

RESOLUTION NO. 06-963

IN THE MATTER OF PROCLAIMING AUGUST, 2006 AS CHILD SUPPORT AWARENESS MONTH IN DELAWARE COUNTY:

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

Proclamation

WHEREAS, financial support of a child counts a great deal in ensuring children grow up safe and healthy, and keeping children and families out of poverty; and

WHEREAS, ensuring that children receive the financial support they deserve involves working partnerships between county, state and federal agencies, parents, legislators, judges, healthcare professionals, advocacy groups, employers and many others; and

WHEREAS, through these partnerships, Ohio collected over two billion dollars, leading the nation in dollars collected on current child support orders and ranking second in total collections distributed in 2005; and,

WHEREAS, through the leadership of Delaware County Child Support Enforcement Agency, many children's lives are brighter because of the following accomplishments in the past year:

Collecting \$17,242,734.98 in child support and spousal support

Establishing paternities in 134 cases, and

Providing Child Support services for more than four thousand one hundred and fifty-three families, and

WHEREAS, with the recognition of the above successes comes the acknowledgment that our children's lives count enough to pursue every possible effort to ensure that Ohio children receive the financial support they deserve.

NOW, THEREFORE, WE, the Delaware County Board of Commissioners, do hereby designate, in conjunction with the State of Ohio,

**AUGUST 2006
CHILD SUPPORT
AWARENESS MONTH**

“Kids Count...Make Sure They Can Count On You.”

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

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 31, 2006

RESOLUTION NO. 06-964

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 27, 2006 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the resolutions and records of the proceedings from regular meeting held July 27, 2006 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 06-965

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR728 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR728:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve payment of warrants in batch numbers CMAPR728, memo transfers in batch numbers MTAPR728 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
Treasurer, Stark County	Share of Court appeals	10029202-5301	\$ 12,915.17
Med Fit	Bloodwork for Health fair	60211902-5342	\$ 5,500.00
Increases			
AEP	Monthly Utilities	22411602-5350	\$ 10,000.00
Facilities	Gasoline	10011106-5228	\$ 35,000.00
Decrease			
Family Children's First	Help Me Grow	22411601-5301	\$ 5,996.49
Vouchers			
Fox Run Hospital	Residential Treatment (add line)	22511608-5342	\$ 6,000.00
B & C Communications	Radio Accessories	21511312-5260	\$ 41,522.04
Choices	Domestic Violence	24911311-5301	\$ 1,535.43
Turning Point	Domestic Violence	24911311-5301	\$ 13,818.88
Case Construction	Sackett #328	40311415-5430	\$ 16,773.18
OSU Extension	3rd Quarter Appropriations	10011102-5601	\$ 66,757.50
Polydyne	Polymer for Alum Creek	65211919-5290	\$ 8,464.00
Memo Transfer			
To:	From:		
Family Children's First 70161607-4230	Job and Family 22411601-5301	Help Me Grow	\$ 5,996.49

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

RESOLUTION NO. 06 -966

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Administrative Services Department is requesting that Kevin Williams attend an OHPELRA Board Annual Training Conference Planning Meeting in Erie County, Ohio August 21-23, 2006, at the cost of \$128.00.

The Administrative Services Department is requesting that Christine Shaw attend an Ohio Digital Government Summit in Columbus, Ohio September 26-27, 2006, at the cost of \$74.00.

The EMS Department is requesting that Public Safety Personnel attend a Hazmat Technical Course at the B.S.T.& G. Fire Department August 25-27, 2006, at no cost.

The EMS Department is requesting that Public Safety Personnel attend a Hazmat Technical Refresher Course at the Delaware City Fire Department August 21, 2006, at no cost.

The EMS Department is requesting that Public Safety Personnel attend a Hazmat Technical Refresher Course at the Genoa Fire Department August 23, 2006, at no cost.

The EMS Department is requesting that Public Safety Personnel attend a Hazmat Operations Course at the Tri-Township Fire Department August 8-10, 2006, at no cost.

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 31, 2006**

The Code Compliance Department is requesting that Duane Matlack attend an Ohio Building Code Academy in Columbus, Ohio October 30-November 3, 2006 at no cost.

The Code Compliance Department is requesting that Ross Bigelow, Allan Duffy, and Larry Eley attend a Fundamentals of Sprinkler and Standpipe systems Seminar in Reynoldsburg, Ohio October 30-31, 2006 at the cost of \$135.00

The Prosecutor's Office is requesting that Dave Yost and Leah Sellers attend Depositions in Seattle, Washington July 9-12, 2006, at the cost of \$2,596.40

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

RESOLUTION NO. 06-967

IN THE MATTER OF SUBMITTING AN FY06 REGIONAL SHS GRANT:

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

WHEREAS, Delaware County has an opportunity to submit for an FY06 Regional State Homeland Security Grant to support public safety agencies within and outside of Delaware County; and,

WHEREAS, the Threat, Risk, and Needs (TRN) Committee has recommended and supports a building collapse initial response capability for the Delaware Area Response Team (D.A.R.T.); and

WHEREAS, this grant opportunity, if approved by the State of Ohio, would provide final funding needed to complete this project within the County; and

WHEREAS, this project has been coordinated with Homeland Security Region-4 and has concurrence from all member Counties;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approve the Office of Homeland Security and Emergency Management submitting a FY06 Regional grant request to the State of Ohio for the purpose of completing a building collapse initial response project at an amount of \$11,950.00.

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

RESOLUTION NO. 06-968

IN THE MATTER OF APPOINTING A REPRESENTATIVE TO THE "THREAT, RISK AND NEEDS" COMMITTEE FOR DELAWARE COUNTY:

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

WHEREAS, the Delaware County Board of Commissioners appointed a Threat, Risk and Needs (TRN) Committee to review, analyze, evaluate and recommend Homeland Security Grant Fund expenditures to the Board, and to assess the threat to the County by domestic and international terrorism, and;

WHEREAS, the Committee has a vacancy for a mayoral representative,

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners appoint the Mr. Donell R. Grubbs, Mayor of the City of Powell, to this vacancy of the TRN Committee with the City Manager, Steven Lutz, as an alternate.

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

RESOLUTION NO. 06-969

IN THE MATTER OF APPROVING THE REQUEST TO THE OHIO DEPARTMENT OF DEVELOPMENT, OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS, FOR AN EXTENSION OF THE COMMUNITY HOUSING IMPROVEMENT PROGRAM (CHIP) 2004:

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

WHEREAS, the Ohio Department of Development (ODOD) awarded to Delaware County the Community Housing Improvement Program Grant (CHIP) 2004 in the amount of \$555,000, mandating that the program be completed by August 31, 2006; and

WHEREAS, during the development of the 2004-2008 CHIS and CDBG participation process various housing

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 31, 2006

needs have been identified in the County; and

WHEREAS, ODOD provides financial assistance to local governments under the Community Housing Improvement Program (CHIP) for the purpose of addressing these needs; and

WHEREAS, funding to Delaware County through the CHIP 2004 Program, is intended to assist Low to Moderate Income (LMI) families within the Delaware County with necessary and useful housing programs, which are responsive to State and National program objectives and qualification criteria; and

WHEREAS, Delaware County Commissioners approved the use of the CHIP Funds in the amount of \$555,000 on November 1, 2004, Resolution No. 04-1339 to be used for the rehabilitation of 7 units under the Private Rehabilitation Activity; 3 units under the Downpayment Assistance/Rehabilitation Activity; 5 units under the Home Repairs Activity, 2 units under the New Construction Activity; and 15 families under the Tenant Based Rental Assistance Activity; and

WHEREAS, the County has completed or has in process 5 units under the Private Rehabilitation Activity, and is reviewing applications for 2 additional units under this activity; and

WHEREAS, the County had 3 Private Rehab units declared as walk-aways due to the cost to each unit was over the amount allowed for assistance by the Ohio Department of Development, and

WHEREAS, the County New Construction Activity has 2 units under construction but not completed; and

WHEREAS, the County has completed 5 units for Home Repairs, 3 units for Downpayment Assistance/Rehabilitation, and assisted 8 families with Tenant Based Rental Assistance, and

WHEREAS, the combination of walk-aways and delays in receiving construction specifications from the program's Housing Consultant has prevented the County from completing its goal of 7 units for the Private Rehabilitation Activity, and as a result of delays the program has experienced in securing contractors for the New Construction Activity, it is necessary to request a six month extension for the program from ODOD.

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

Section 1. That the Delaware County Board of Commissioners hereby authorizes the Board to approve and submit a request to ODOD to extended the 2004 CHIP from August 31, 2006, to January 31, 2007.

Section 2. That this resolution shall take effect and be in force immediately after passage.

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

RESOLUTION NO. 06-970

IN THE MATTER OF AUTHORIZING THE ISSUING OF A REQUEST FOR PROPOSALS/REQUEST FOR QUALIFICATIONS FOR QUALIFIED FIRMS TO SUBMIT PROPOSALS FOR CONSULTING SERVICES TO ASSIST THE COUNTY IN COMPLETING THE COUNTY'S COMMUNITY HOUSING IMPROVEMENT PROGRAM (CHIP) 2004 CONTINGENT UPON THE COUNTY RECEIVING AN EXTENSION FROM THE OHIO DEPARTMENT OF DEVELOPMENT FOR THE COUNTY'S CHIP:

It was moved by Mr. Evans, seconded by Mr. Jordan 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 specifications, perform inspections, and provide administrative services to assist the County in completing the CHIP contingent upon the County receiving approval for an extension of the 2004 CHIP program from ODOD. Said proposals must be submitted to the County by **5:00 p.m, August 17, 2006.**

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

RESOLUTION NO. 06-971

SETTING BID OPENING DATE AND TIME FOR INTERNET DATA SERVICES :

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

**PUBLIC NOTICE
INVITATION TO BID**

Notice to bidders are posted on the internet and may be viewed on Delaware County's web page at

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 31, 2006**

<http://www.co.delaware.oh.us> under the heading Current Bids.

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 at **2:00PM on Thursday, August 24th, 2006**, at which time they will be publicly opened and read and the contract awarded as soon as possible, for Internet Data Services for Delaware County.

Each bid must contain the full name of every person or company interested in same, and be accompanied by an acceptable bid bond or certified check in the amount of \$500 made payable to the Delaware County, Ohio. Bid specifications may be obtained from Delaware County Commissioners Office, 101 N. Sandusky St., or Delaware County Auditor's Office, 140 North Sandusky Street, Delaware, Ohio during normal business hours.

The County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or all bids, to accept the bid or part it deems to be the lowest and best. Bids shall be submitted in a sealed envelope marked "Sealed Bid for Internet Data Services." No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

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

RESOLUTION NO. 06-972

7:30 PM - PUBLIC HEARING FOR CONSIDERATION OF A DITCH PETITION, WITHIN THE RUDER #86 AND TOOT #98 WATERSHEDS, FILED BY JEFF STEEN AND OTHERS:

It was moved by Mr. Evans, seconded by Mr. Jordan to open the hearing at 7:30PM.

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

RESOLUTION NO. 06-973

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF A DITCH PETITION, WITHIN THE RUDER #86 AND TOOT #98 WATERSHEDS, FILED BY JEFF STEEN AND OTHERS:

It was moved by Mr. Evans, seconded by Mr. Jordan to close the hearing at 8:15PM.

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

RESOLUTION NO. 06-974

IN THE MATTER OF DIRECTING THE DELAWARE COUNTY ENGINEER TO PROCEED WITH PREPARATION OF PLANS, REPORTS, AND SCHEDULES FOR THE DITCH PETITION, WITHIN THE RUDER #86 AND TOOT #98 WATERSHEDS, FILED BY JEFF STEEN AND OTHERS:

It was moved by Mr. Evans, seconded by Mr. Jordan to go forward with the project.

Whereas, on February 3, 2006, a Ditch Petition, Within The Ruder #86 And Toot #98 Watersheds, was filed with the Delaware County Commissioners, and

Whereas, The Board of Commissioners of Delaware County on July 31, 2006, held a public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the purposed ditch petition, within the Ruder #86 And Toot #98 Watersheds, and

Whereas, after hearing testimony from property owners and the preliminary report of County Engineer, Chris Bauserman, The Board of Commissioners find the action is necessary, conducive to the public welfare, and the benefits exceed the estimated cost.

Therefore, Be It Resolved, The Delaware County Commissioners directs the Delaware County Engineer to proceed with the preparation of plans, reports and schedules as presented for the purposed ditch petition, within the Ruder #86 And Toot #98 Watersheds Said information to be presented to the Commissioners at the end of this process.

Further be it Resolved, upon receipt of this information a public hearing date will be set and proper notification given to property owners in the affected watershed.

FURTHER BE IT RESOLVED, THAT THE COMMISSIONERS APPROVE ESTABLISHING A NEW ORGANIZATION KEY FOR THE RUDER # 86 AND TOOT #98 DITCH PROJECT 40311417.

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

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 31, 2006**

RESOLUTION NO. 06-975**IN THE MATTER OF APPROVING A DITCH MAINTENANCE PETITION FOR A.D. FARROW HARLEY DAVIDSON:**

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

Ditch Maintenance Petition- A.D. Farrow Harley Davidson

We the undersigned owners of 18.030 acres in Berkshire Township, Delaware County, Ohio propose to create a subdivision known as **A.D. Farrow Harley Davidson** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). The plat for **A.D. Farrow Harley Davidson** has been submitted for approval to 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.

The cost of the drainage improvements is \$24,976.60 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 their development. The Developed commercial Area of 18.030 acres will receive benefit (cost) of the project as a per acre basis. The basis for calculating the assessment for each lot is therefore, \$27.705 per acre. An annual maintenance fee equal to 2% of this basis \$499.53 will be collected for each developed 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 \$499.53 has been paid to Delaware County.

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

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

RESOLUTION NO. 06-976**IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENT FOR MANSARD ESTATES SECTION 2:**

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

Mansard Estates Section 2**SUBDIVIDER'S AGREEMENT**

THIS AGREEMENT executed on this 31st day of July, 2006 between **M/I HOMES OF CENTRAL OHIO, LLC** as evidenced by the **MANSARD ESTATES SECTION 2** Subdivision Plat to be filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**; said **SUBDIVIDER** is to execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in the Engineer's Estimate approved 7/11/06, 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 said improvements.

The **SUBDIVIDER** shall indemnify and save harmless the **County, Townships and/or Villages** and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 31, 2006**

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 **SUB-DIVIDER** when, in the opinion of the **COUNTY**, his performance is deemed inadequate.

The **SUBDIVIDER** further agrees that any violations of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **COUNTY** shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

ROADWAY AND STORM DRAINAGE

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

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

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

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

CONSTRUCTION

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

The **SUBDIVIDER** shall, within thirty (30) days of completion of construction, furnish to the **County** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **SUBDIVIDER** shall indemnify and hold harmless the **County** from expenses or claims for labor or material incident to said construction of improvements.

The **SUBDIVIDER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **SUBDIVIDER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **SUBDIVIDER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

Should the SUBDIVIDER become unable to carry out the provisions of this AGREEMENT, the **SUBDIVIDER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO**, hereby grants the **SUBDIVIDER** or his agent, the right and privileges to make the improvements stipulated herein.

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

RESOLUTION NO. 06-977

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR OAKS AT HIGHLAND LAKES PHASE 4:

It was moved by Mr. Evans, seconded by Mr. Jordan to release bonds and letters of credit and accept roads within the following:

Oaks at Highland Lakes Phase 4

The roadways to be accepted are as follows:

- An addition of 0.39 mile to **Township Road Number 1312, Alston Grove Drive**
- **Ketterington Lane**, to be known as **Township Road Number 1490**

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 31, 2006

- **Tacoma Lane**, to be known as **Township Road Number 1491**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

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

RESOLUTION NO. 06-978

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR OAKS AT HIGHLAND LAKES PHASE 4:

It was moved by Mr. Jordan, seconded by Mr. Evans to establish stop conditions for the following:

Stop Conditions –Oaks at Highland Lakes Phase 4

- On Township Road Number 1490, Ketterington Lane, at its intersection with Township Road Number 109, Big Walnut Road
- On Township Road Number 1490, Ketterington Lane, at its intersection with Township Road Number 1312, Alston Grove Drive
- On Township Road Number 1491, Tacoma Lane, at its intersection with Township Road Number 1312, Alston Grove Drive
- On Township Road Number 1491, Tacoma Lane, at its intersection with Township Road Number 1490, Ketterington Lane

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

RESOLUTION NO. 06-979

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
U06096	Suburban Natural Gas	McCammon Estates 3&4	Install gas mains
U06097	Columbia Gas	Boulder Ridge	Install gas mains
U06098	American Electric Power	Creek Road	Install span across roadway
U06099	Embarq	Fancher Road	Replace defective cable

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

RESOLUTION NO. 06-980

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS AND THE RENAMING OF AN ORGANIZATIONAL KEY FOR THE ENGINEER’S OFFICE:

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

Rename Organizational Key	Amount
40740406 OPWC Thomas Road Bridge	

Supplemental Appropriation

40740406-5425 OPWC Thomas Road Bridge/Bridge & Culvert Cost	\$ 292,280.05
--	---------------

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

RESOLUTION NO. 06-981

IN THE MATTER OF APPROVING A CLASSIFIED ADVERTISING CONTRACT WITH THE COLUMBUS DISPATCH FOR CLASSIFIED ADVERTISEMENTS:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve a classified advertising contract with The Columbus Dispatch for classified advertisements.

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 31, 2006**

THIS CONTRACT is made by and between THE COLUMBUS DISPATCH, an Ohio corporation, having its principal place of business at 34 South Third Street, Columbus, Ohio 43215 (the "Publisher,") AND DELAWARE COUNTY HUMAN RESOURCES located at 10 Court St., 2nd Floor, Delaware, Ohio, 43015, (740) 833-2120 (the "Advertiser") to take effect on the above date.

WHEREAS, the Publisher publishes daily newspapers in Columbus, Ohio and the Advertiser wishes to purchase advertising space in said newspapers, the Publisher and the Advertiser, intending to be legally bound hereby, agree as follows:

RECRUITMENT CONTRACT: Annual Investment Level: \$11,000 net. The advertiser agrees to purchase this investment level of advertising during the contract year at the rates published in the current rate card.

The Effective Dates are July 1, 2006 through June 30, 2007. The Effective Date shall be the first day of the month in which the contract is received by the Publisher.

Investment dollars credited toward fulfillment of this contract includes all types of Classified advertising, including special sections and online, Fronteras and Columbus Alive.

This contract is not binding until approved and signed by the Publisher. The original and copy must be returned to the Publisher for approval or rejection. A copy will be mailed to the Advertiser.

If any guarantor on this contract terminates his proprietary interest in or active participation in the business affairs of the Advertiser, this contract shall automatically terminate; and the Advertiser agrees to notify the Publisher of such termination.

If billing is to be sent to a designated advertising agency, please complete Letter of Authorization Form. The Advertiser agrees to remain responsible for payment to the Publisher of all billing sent to an advertising agency.

The Advertiser agrees to pay the charges incurred under this contract, and agrees to be bound by its terms conditions, including those printed on the reverse side of this contract.

TERMS AND CONDITIONS

General Information:

This contract is not assignable or transferable and covers only advertising relating to the regular business of the Advertiser. The Advertiser is entering into this contract primarily for business, commercial or agricultural purposes and not for personal, family or household purposes. The privileges contained herein cannot be assigned or transferred, in whole or part, to another advertiser. Local classified rates apply to any advertiser who sells goods or services within the State of Ohio.

Layout Information:

If the Advertiser wishes to designate the width in columns and exact depth in agate lines, the Publisher agrees to publish and bill the advertisement at the exact space ordered. When the advertisements are located at the bottom of the page, a dash or dot may be substituted for a cutoff rule to designate the true bottom of the page.

All advertisements are computed and charged on a measured agate line basis.

The minimum space accepted under any classification is two (2) lines. There are fourteen (14) lines to one inch, single column. Advertisements that set more than one column wide must be at least one inch deep for each column of width (at least two (2) inches deep for two (2) column ads: at least three (3) inches deep for three (3) column, etc.).

Payment Information:

All sales, if on a credit basis, are billed net and are due ten (10) days from the date of invoice unless otherwise specified on the invoice, if the Advertiser is not current by that date, the account will then be considered delinquent and the Publisher shall be entitled to cancel this contract and demand full payment for all advertising run.

All cash basis sales require full payment for each advertisement prior to reservation deadline date. Payment for cash basis sales may be required in cash or by cashier's check.

Contract Fulfillment:

This contract expires one year (1) from its effective date or less if mutually agreed by Advertiser and Publisher.

If the terms, rates, or conditions of this contract are changed by the Publisher, thirty (30) days' written notice will be given to the Advertiser. In that event, the Advertiser may cancel this contract on the effective date of such change, without penalty for having used less than the amount of advertising contracted for.

Reasonable changes by the Publisher of billing intervals, deadlines and procedures are not changes in the terms or conditions of this contract and must be complied with by the Advertiser. Such changes will not give rise to any right to notice or of cancellation.

Contract commitments at a minimum of \$100,000.00 investment level are eligible for a rebate, if a greater contract investment level is achieved based upon net investment (net investment means investment after all discounts, commissions, and rebates). However, rebates will only be issued up to three (3) levels above the actual contracted investment level. Advertiser will cam a rebate on advertising for which they paid a higher rate than the rate card rate for the level achieved. A rebate will be credited once the final invoice of the contract period has been paid. A rebate will not be issued if the Advertiser's account is delinquent. A rebate is issued only in the form of a credit on the Advertiser's *Columbus Dispatch* advertising account.

If the Advertiser fails to purchase the advertising space as provided for in this contract within the term of

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 31, 2006**

this contract, the Advertiser agrees to pay the rate charged by the Publisher at the time this contract was signed for the amount of advertising space actually purchased.

No advertising will be cancelled after the deadline in effect at the time a request for cancellation is made. The Advertiser agrees to pay the Publisher's customary charge for composition when cancellation of an advertisement is accepted and the Advertiser does not reinstate the advertisement within thirty (30) days.

The Advertiser agrees that the last copy furnished for a "Rate Holder" by the Advertiser to the Publisher will be used by the Publisher until the Advertiser furnishes the Publisher new copy.

When the Advertiser fails to submit any copy by the applicable deadline, the Publisher is authorized to insert the contracted for space and print therein the Advertiser's name and address, together with a statement that the space is reserved for Use Advertiser.

If the Advertiser becomes insolvent, suspends business, commits an act of bankruptcy, comes into possession or control of any trustee in bankruptcy, receiver or conservator, or makes any assignment for the benefit of creditors, or if any proceedings are commenced under any bankruptcy or insolvency laws by or against the Advertiser, this contract shall immediately terminate any amount owing to the Publisher shall become due immediately.

Omissions, Errors and Position:

The Publisher's liability for omitting an advertisement from an edition in which it was scheduled or ordered for publication shall be limited to the obligation to publish the advertisement in another mutually agreeable edition at the applicable rate. In the alternative, the Advertiser may choose to cancel the advertisement without paying for it.

The Publisher's liability for any material error caused by the Publisher in an advertisement shall be limited to crediting to the account of the Advertiser an appropriate portion of the price of the advertisement containing the error. The portion will be determined by the Publisher according to the seriousness of the error. In no event will the credit be greater than the price of the first advertisement containing the error. Claims for such liability must be submitted to the Publisher within fifteen (15) days after the publication and will not be honored if copy or corrections were submitted to the Publisher after the deadline for submission as indicated in the rate book. No adjustment of any kind will normally be made for non-material errors.

The Publisher will attempt to accommodate the Advertiser's request as to position of the advertisements when possible but does not guarantee specific positions for any advertising. In no event will adjustments, reinsertions, or refund be made because of the position in which an advertisement has been published.

Advertising Copy:

The Advertiser warrants that all advertisements submitted for publication are truthful, not libelous, do not invade the privacy of others, and comply with all federal, state, and local laws and regulations.

Advertising layouts and copy prepared by employees of the Publisher are the property of the Publisher under the Copyright Act of 1976 and cannot be reproduced in other media without the express written consent of the Publisher.

Advertising set to resemble news matter must carry the word "advertisement" in bold print at the top of the advertisement. Such advertising must be set in a different type face than that used in the Publisher's news and editorial columns.

Publisher's Rights:

The Publisher reserves the right to revise advertising rates at any time. The Publisher is not responsible for art work and/or printing material left at its offices over ten (10) days after publication. The Publisher reserves the right to edit, alter, omit or reject any copy or illustration. The Publisher may refuse any unpaid advertising submitted by persons or entities, or their successors and affiliates, having unpaid accounts with the Publisher. Commission and Cash Discount:

The Publisher and Use Advertiser agree that no agency or cash discounts will be given on advertising placed at classified advertising rates, and that invoices for all such advertising will be for the net amount due. Miscellaneous Provisions:

No covenant or condition of this contract can be waived except by written consent of the Publisher. The Advertiser agrees to pay the Publisher all costs and expenses incurred by the Publisher in exercising any of its rights or remedies hereunder or enforcing any of the terms, conditions or provisions of this contract. The Advertiser hereby waives any and all existing and future claims and offsets against any payment due under this contract and agrees to make payments due hereunder regardless of any offset or claim that may be asserted by the Advertiser or on its behalf. This contract constitutes the entire agreement between the parties hereto and shall not be modified, amended, altered or changed except by a written agreement signed by the party- sought to be charged. Paragraph headings are for convenient reference and are not to be construed as a complete summary of each paragraph. Whenever the context of this contract requires, the masculine gender includes the feminine or neuter, and the singular number includes the plural. This contract shall be governed by, and construed in accordance with, the laws of the state of Ohio. Any provision determined to be unlawful shall not affect the validity of the remainder of this contract, and this contract shall be modified so as to carry out the intent of the parties in a lawful manner. As per the Classified Recruitment Advertising Contract with The Columbus Dispatch.

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

RESOLUTION NO. 06-982

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 31, 2006**

IN THE MATTER OF ASSIGNING LIFE INSURANCE BENEFITS TO LAURA L. ADAMS:

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

Whereas, Robert B. Adams, was employed with the Delaware County Engineer's Office until his retirement on January 28, 2005;

Whereas, Mr. Adams purchased a life insurance policy through the County Commissioners Association of Ohio Deferred Compensation Program and named Delaware County as the beneficiary of the life; and

Whereas, the Board of Commissioners of Delaware County, State of Ohio, believe that Mr. Adams did not intend to name Delaware County as beneficiary, but did so erroneously due a confusing application;

Therefore, be it resolved, by the Board of Commissioners of Delaware County, State of Ohio, that the benefits of Colonial Life and Accident Insurance policy number 6073122460 be assigned to Mr. Adams' spouse, Mrs. Laura L. Adams, 3470 Township Road 21, Marengo, Ohio 43334.

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

RESOLUTION NO. 06-983

IN THE MATTER OF APPROVING A PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND GEORGIA E. LEFFLER FOR 116 NORTH SANDUSKY STREET:

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

PURCHASE AGREEMENT

Georgia E. Leffler (the "Seller"), agrees to sell and convey to the Delaware County Board of Commissioners, of 101 N. Sandusky Street, Delaware, Ohio, a political subdivision of state of Ohio (the "Buyer") and Buyer agrees to buy, from the Seller the property described below (collectively, the "Property"), subject to the terms and conditions of this Purchase Agreement (the "Agreement").

1. Property Description

The Property is the real property, improvements and fixtures, excluding items on attached list, located a 116 N. Sandusky Street, which is described more particularly on Exhibit A that is attached hereto.

2. Purchase Price

The total purchase price will be \$295,000.00. The sum of \$295,000.00, less the Escrow Deposit (as hereinafter defined) will be paid in cash by Buyer to Seller at Closing (as hereinafter defined).

As earnest money to bind this sale, Buyer will deposit with Lawyers Title Company, 103 N. Union St. Delaware, OH, as escrow agent ("Title Company") the sum of \$ 5,000.00 Escrow Amount to bind Seller's obligation under this Agreement (said sum being hereinafter referred to as the "Escrow Deposit"). In the event Buyer breaches or defaults in its obligations hereunder, Seller may retain the full amount of the Escrow Deposit and cancel the Agreement, or may seek any alternative or additional remedies it may have at law or in equity. Seller. In the event Seller breaches or defaults in its obligations hereunder, Buyer may cancel the Agreement or may seek any alternative or additional remedies it may have at law or in equity and the full amount of the Escrow Deposit will be returned to Buyer.

3. Title and Survey Approval

Seller will cause to be furnished to Buyer within 30 business days following the execution of this Agreement (a) a current commitment from the Title Company showing title to the Property to be good and indefeasible and vested solely in Seller; (b) a copy of and every document referred to in exceptions shown in the title commitment (c) all documentation in the Seller's possession directly concerning the current ownership of the Property. Within 10 business days following the Buyer's receipt of the title commitment, the Buyer shall notify the Seller in writing of any liens, encumbrances, easements or conditions shown therein that are objectionable to the Buyer. If so notified, the items that are objectionable will be removed by the Seller on or before the Closing Date (as hereinafter defined). If the Seller is unable to remove such items, this Agreement shall be null and void and all funds and documents previously delivered to the parties or deposited into escrow shall be returned to the respective parties who delivered or deposited such funds or documents, and there shall be no further liability between the parties.

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 31, 2006**

4. Inspections

The Buyer will have until thirty (30) days following the execution of this Agreement, which date the Buyer and Seller may extend by mutual agreement (the "Approval Date") to complete a due diligence review of the Property, which includes those inspections of the Property and third-party reports set forth in the Agreement and other information and documents reasonably requested by Buyer relating to the Property.

The Buyer may engage a consulting engineering firm to inspect the Property, which inspection shall include an examination thereof for any asbestos-containing materials. The cost of this engineering inspection will be paid for by the Buyer. To facilitate inspections prior to the Approval Date, the Seller will furnish to Buyer if currently available in the Seller's possession all books, records and financial documents, planning and zoning documents and approvals, all environmental or soil or other construction tests for the property, together with all other documents reasonably requested by the Buyer, for the Buyer's examination.

The Seller will cooperate with the Buyer in providing access to the Buyer's engineers, analysts and appraisers, at the Buyer's sole expense, to conduct the inspections of the Property prior to the Approval Date. The inspections will not disturb the use of the Property by the Seller, and the Buyer will be responsible for any damages caused by inspections.

On or before the Approval Date, the Buyer will either: (i) notify Seller that it accepts the Property and place into escrow the Escrow Deposit subject only to the remaining conditions stated in this Agreement, or (ii) or, in the event Buyer is satisfied with the condition of the Property, advise the Seller of any problems with respect to the Property that need to be addressed, in which case, unless the parties can reach a satisfactory resolution within thirty (30) days after the date of notification, Buyer may elect to: (a) resolve these problems, and will give Seller notice of its election in this regard and the reasonable cost of such resolution being subtracted from the Purchase Price, or (b) give Seller written notice of its intent terminate this Agreement. Upon Buyer's receipt of said termination notice, the Agreement will terminate with no further liability on the part of either party, and Buyer will receive the return of the Escrow Deposit.

5. Closing

The Closing will occur forty five (45) days after the Agreement has been executed by both parties on _____, or such earlier date as may be agreed by the parties (the "Closing Date");

6. Closing Deliveries

6.1 The ownership of the Property will be delivered to Buyer at the Closing. Buyer shall deliver to Seller the purchase price in cash, as contemplated by Section 2. The Seller shall have the right to occupy the Property for 90 days after the Closing (the "Occupancy Period") in order to secure a new residency.

6.2 The following documents will be signed and delivered at Closing:

A. The conveyance of good and marketable title to the Property by limited warranty deed, free and clear of all encumbrances; other than: (i) those easements, restrictions, reservations, encroachments, public rights-of-way and other conditions of record, and (ii) zoning, building or other governmental laws, regulations or ordinance applicable to the Property.

B. An ALTA Form B extended coverage owners title insurance policy issued in accordance with the title commitment that has been accepted by the Buyer. Seller and Buyer will share equally in the cost of such policy.

C. An assignment of all permits, licenses and similar items affecting the Property

7. Conditions Precedent.

7.1 As conditions precedent to Buyer's obligation to purchase the Property and to perform its other obligations at Closing:

A. Seller shall have removed those items affecting the title to the Property that Buyer has objected to pursuant to Section 3.

B. Seller's representations and warranties set forth in Section 7 shall be true and correct in all material respects

C. Seller shall tender or cause to be tendered all of the items required to be tendered by Seller under

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 31, 2006**

Section 6.2A-E.

7.2 As conditions precedent to Seller's obligation to exchange the Property and to perform its other obligations at Closing

A. Buyer shall tender or cause to be tendered to Seller the evidence required under Section 6.2C.

8. Seller Covenants

8.1 From and after the execution of this Agreement and until the end of the Occupancy Period, Seller will (i) use reasonable efforts to perform all of its obligations of this Agreement; (ii) maintain and keep the Property at least as good a repair, condition and working order as it is at this time, ordinary wear and tear excepted (iii) maintain such insurance policies for the Property that are reasonably acceptable to the Buyer.

8.2 From and after the execution of this Agreement and until the end of the Occupancy Period, Seller will not, without the prior written consent of Buyer, do any of the following: (i) enter into an agreement or arrangement assigning, selling, mortgaging, pledging or subjecting to any lien or encumbrance any of the Property; (ii) incur or agree to incur any obligation or liability affecting the Property; (iii) lease or rent any of the Property, or (iv) breach, terminate or modify, or agree to breach, terminate, or modify any existing contract or agreement relating to the Property and which will remain in effect as to the Property after the Closing, except those terminations or modifications in the ordinary course of business or in connection with the consummation of this Agreement.

8.3 Seller agrees that on the date that the Buyer obtains possession of the Property, the Property will be in the same condition as of the date of this Agreement, except for ordinary wear and tear. Seller will retain risk of loss on the Property until the end of the Occupancy Period and maintain such insurance on the Property as is in place of the date hereof, which insurance shall be to the reasonable satisfaction of the Buyer. If, prior to the Closing, the Property is damaged or destroyed by fire, vandalism or other casualty, and the Property is not restored to its original condition by the Seller, the Buyer will have the option of either: (i) purchasing the Property hereunder with no adjustment to the Purchase Price and having assigned to it Seller's right, title and interest in the insurance policy proceeds applicable to the Property, or (ii) terminating this Agreement by written notice to the Seller, upon which the Escrow deposit will be returned to the Buyer. If the Property is damaged or destroyed by fire, vandalism or other casualty during the Occupancy Period, the Buyer will be entitled to Seller's right, title and interest in the insurance proceeds applicable to the property. Further, if prior to the end of the Occupancy Period: (a) Seller breaches any condition of such insurance policy and as a result thereof, coverage is thereunder materially affected; or (b) Seller's insurance carrier cancels, reduces or does not renew said coverage, Buyer may, at its option, terminate this Agreement by written notice to the Seller, upon which the Escrow deposit will be returned to the Buyer and, if necessary, the Purchase Price will be refunded to the Buyer.

8.4 Seller will, on or before the Approval Date, notify Buyer of any matter with respect to the Property as to which Seller is required to notify Buyer by applicable law.

9. Sales Expenses To Be Paid in Cash at Closing

Seller will pay at closing tax statements; one-half of any escrow fee, and other expenses stipulated to be paid by Seller under other provisions of this Agreement, one-half cost of title insurance, deed preparation and any applicable transfer tax; and the costs relating to any lease or contract assignment. At closing, Seller shall pay all unpaid real estate taxes and assessments prorated through the date of closing and based on a 365 - day year. Seller shall have no other tax obligations after closing."

B. "Buyer will pay at closing for one-half of any escrow fee, title insurance, deed preparation and any applicable transfer tax and the full cost of transfer and recordation of title, if any. "

10. Default

If either party fails to comply with its covenants under this Agreement, the other party may terminate this Agreement and seek, such other relief as may be provided by law and equity.

11. Effective Date

The Effective Date of this Agreement will be deemed to be that date on which the Title Company receives this fully executed Purchase Agreement.

12. Broker's Fees

The each party will be responsible for its own broker's fees or commissions.

13. Agreement of the Parties

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 31, 2006

This Agreement contains the entire agreement of the parties and cannot be changed except by their written agreement.

14. Binding Effect

This Agreement will be binding on an inure to the benefit of the parties and their heirs, executors, legal administrators, successors and assigns.

15. Notices

All notices will be in writing and effective on receipt if by hand delivery, on the next following business day if mailed by reputable overnight carrier with verifiable confirmation procedure, or on mailing if mailed by certified mail, return receipt requested, and addressed as follows:

Seller: Mrs. Georgia E. Leffler
116 N. Sandusky Street, Delaware, OH 43015

With copies to: Mr. Jon Leffler, 4171 MacDuff Way, Dublin, OH 43016 and
Mr. Fred Leffler, 6839 Pinebrook Dr., Hudson, OH 44236

Buyer: Delaware County Commissioners
101 North Sandusky St.
Delaware, Ohio 40315

16. Assignment

This Agreement is not assignable or transferable by the Seller, and the Seller will not pledge, mortgage or otherwise collaterally assign its interest under this Agreement.

17. Multiple Counterparts

This Agreement may be executed with any number of counterpart signature pages.

Further be it resolved, that the Delaware County Board of County Commissioners approve a Purchase Order and Voucher to Lawyers Title in the amount of \$5,000.00.

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

RESOLUTION NO. 06-984

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR THE BOARD OF ELECTIONS:

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

Transfer of Appropriations		Amount
From:	To:	
10016101-5375	10016101-5208	\$ 10,000.00
Board of Elections/Election and Settlement Services	Board of Elections/Operating Supplies	

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

RESOLUTION NO. 06-985

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

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 8:50 PM.

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

RESOLUTION NO. 06-986

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 31, 2006

It was moved by Mr. Evans, seconded by Mr. Jordan to adjourn out of Executive Session at 9:10 PM.

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

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners