

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 21, 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
Absent: James D. Ward

PUBLIC COMMENT

Susan Brown, Director of the Child Support Enforcement Agency, informed the Commissioners that the Delaware County Child Support Enforcement Agency won 3 performance awards from the state of Ohio for their accomplishments in the department. (For a complete record refer to the Official CD minutes).

RESOLUTION NO. 06-1058

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 17, 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 August 17, 2006 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 06-1059

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0818:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve payment of warrants in batch numbers CMAPR0818, and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
Williams Insurance	Zurich North America	43111424-5410	\$ 7,800.00
Kiddie Academy Lewis Cen	Day Care	22411610-5348	\$ 7,500.00
Decreases			
Keith Boger	Public Defender	10011202-5301	\$ 5,000.00
Randall Fuller	Public Defender	10011202-5301	\$ 4,000.00
Increases			
Certified Oil Co.	Client Residential Travel Gas	22411601-5355	\$ 4,000.00
Tri-Rivers Center Adult Ed	Tuition	22311611-5350	\$ 2,000.00
Jack Carney-Debord	Public Defender	10011202-5301	\$ 4,000.00
Rob Gordin	Public Defender	10011202-5301	\$ 3,000.00
Linda Kendrick	Public Defender	10011202-5301	\$ 2,000.00
Whitney Ink	Forms & Records	22411605-5313	\$ 3,000.00
Nextel Communications	Cell Phone Service	10011105-5330	\$ 4,500.00
BP Products	Gasoline	10011106-5228	\$ 35,000.00
Vouchers			
Kindercare Neverland	Day Care	22411610-5348	\$ 23,323.60
CEBCO	September 06 Premiums & Claims	60211902-5370	\$ 710,074.72
DSS Corporation	Digital Cards for Recording System	21411306-5450	\$ 17,998.00
BP Products	Fuel	10011106-5228	\$ 12,171.10

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

RESOLUTION NO. 06-1060

IN THE MATTER OF APPROVING THE TREASURER'S REPORT:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the Treasurer's Report.

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

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

RESOLUTION NO. 06 -1061

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Emergency Services Department is requesting that Charles Roderick and Chris Curtin attend a Weapons of Mass Destruction for EMS Training in Anniston, Alabama September 5-9, 2006, at no cost.

The Auditor’s Office is requesting that Seiji Kille attend a BS National User Group National Conference in New Orleans, Louisiana September 28-30, 2006, at the cost of \$1,220.00.

Juvenile Court is requesting that Jim Little attend an Annual Court Investigators Conference in Columbus, Ohio October 30, 2006, at the cost of \$150.00.

The Department of Job and Family Services is requesting that Mona Reilly, Julie King, Rhonda Leasure, Celia Vail, and Donna Eckman attend a Franklin County TANF Training in Columbus, Ohio October 16, 2006, at no cost.

The Environmental Services Department is requesting that Ken Rosenbaum and Matt Ice attend a Plant Operations Specialty Workshop in Columbus, Ohio September 19-20, 2006, at the cost of \$450.00

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

RESOLUTION NO. 06-1062

IN THE MATTER OF RESCHEDULING THE MONDAY SEPTEMBER 4, 2006 COMMISSIONERS’ SESSION TO TUESDAY SEPTEMBER 5, 2006 AT 9:00AM:

It was moved by Mr. Jordan, seconded by Mr. Evans to reschedule the Monday September 4, 2006 Commissioners’ Session To Tuesday September 5, 2006 at 9:00am due to the Labor Day Holiday.

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

RESOLUTION NO. 06-1063

IN THE MATTER OF APPROVING PLAT FOR VINMAR FARMS SECTION 3 PHASE A AND DITCH MAINTENANCE PETITIONS FOR VINMAR FARMS SECTION 3 PHASE A AND VINMAR FARMS SECTION 3 PHASE B:

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

Vinmar Farms Section 3 Phase A

Situated In The State Of Ohio, County Of Delaware, Genoa Township, And In Farm Lot 5 (0.934 Acre), Farm Lot 6 (6.113 Acres), And Farm Lot 7 (11.399 Acres), Quarter Township 2, Township 3, Range 17, United States Military Lands, Containing 18.446 Acres Of Land, More Or Less, Said 18.446 Acres Being Part Of Those Tracts Of Land Conveyed To Dominion Homes, Inc, By Deed Of Record In Official Record 434, Page 1044, Recorder’s Office, Delaware County, Ohio. Cost \$60.00

Ditch Maintenance Petition- Vinmar Farms Section 3 Phase A

We the undersigned owners of 18.446 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as **Vinmar Farms Section 3 Phase A** as evidenced by the attached subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). This plat has 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 **Vinmar Farms Section 3 Phase A** Subdivision.

The cost of the drainage improvements is Averaged 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. Twenty (20) lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$4,378.09

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per lot. An annual maintenance fee equal to 2% of this basis \$87.56 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 \$1,751.20 has been paid to Delaware County.

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

Ditch Maintenance Petition- Vinmar Farms Section 3 Phase B

We the undersigned owners of 16.469 acres in Genoa Township, Delaware County, Ohio propose to create a subdivision known as **Vinmar Farms Section 3 Phase B** as evidenced by the attached subdivision plat (Exhibit "A" which is available at the County Engineer's Office). This plat has 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 **Vinmar Farms Section 3 Phase B** Subdivision.

The cost of the drainage improvements is Averaged 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. Twenty-three (23) lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$4,378.09 per lot. An annual maintenance fee equal to 2% of this basis \$87.56 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 \$2,013.88 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 Absent Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 06-1064

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENT FOR GOLF VILLAGE NORTH COMMERCIAL:

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

Golf Village North Commercial

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT made and entered into this 21st day of August 2006 by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **VILLAGE COMMUNITIES**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled "**GOLF VILLAGE NORTH COMMERCIAL**" which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

1. The **SUBDIVIDER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
2. The **SUBDIVIDER** shall pay the entire cost and expenses of their portion of said improvements.
3. The **SUBDIVIDER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **ONE HUNDRED EIGHTY-THREE THOUSAND SEVEN HUNDRED NINETY-FIVE DOLLARS** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current "**Delaware County Engineering and Surveying Standards for Subdivision Development**" and the current "**Subdivision Regulations of Delaware County, Ohio**".
4. The **SUBDIVIDER** shall deposit **THIRTY-TWO THOUSAND DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**.
5. The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
7. The **SUBDIVIDER** shall perform and complete all said improvements prior to **MAY 31, 2007**.

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8. The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation “Uniform Traffic Control Devices”** and **“Traffic Control for Construction and Maintenance”**.

9. The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.

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

11. Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.

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

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

RESOLUTION NO. 06-1065

IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BONDS FOR VINMAR FARMS SECTION 3, PHASE A:

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

Vinmar Farms Section 3, Phase A

The construction of the above referenced project was started without bonding, thereby not allowing the developer to file the plat. They are now at a point where they would like to file the plat. The Engineer has, therefore, estimated the remaining construction costs to be **\$341,146.50** and a Bond in that amount is available to cover the bonding of this project.

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

RESOLUTION NO. 06 -1066

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

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

Permit #	Applicant	Location	Type of Work
U05195	Columbia Gas	Lindsey Court @ Sumbury Road	Install gas line
U06002	Columbia Gas	Estates @ Cheshire Woods	Install gas main
U06108	AEP	Braumiller Road	Rebuild overhead electric line
U06112	AEP	Berlin Station	Rebuild overhead electric line
U06117	AT&T	Africa Road	Place buried cable
U06118	Columbia Gas	Cheshire Woods	Install gas main
U06119	Del-Co Water	Buttermilk Hill Road	Install road bore
U06120	Del-Co Water	Vans Valley Road	Install waterline
U06121	Verizon	Sheffield Park	Place aerial fiber optic
U06122	SBC	Sawmill Road	Directional bore

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

RESOLUTION NO. 06-1067

SETTING BID OPENING DATE AND TIME FOR THE PROJECT KNOWN AS PRIMMER DITCH PETITION PROJECT “TOP END” ONLY:

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

INVITATION TO BID

Sealed proposals will be received at the **Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:30 a.m. local time on September 11, 2006** for furnishing all labor, materials and equipment necessary to complete the project known as **Primmer Ditch Petition Project “Top End” Only**, and bids will be opened and read aloud. Contract documents, bid sheets, plans and specifications

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can be obtained at the Office of the Delaware County Engineer. Bidder must make arrangements to obtain bid packet; they will not be mailed.

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

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested herein. Each bidder must submit evidence of its experiences on projects of similar size and complexity, and a complete listing of all subcontractors to be used. The owner intends that this project be finished no later than November 30, 2006.

The engineer's estimate for this project is \$ 43,340.00

Bids shall be placed in a sealed envelope marked "SEALED BID FOR PRIMMER DITCH PETITION PROJECT".

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

SCOPE OF WORK

This project is the reconstruction of 7423' of the Primmer #1 Ditch, including the replacement of disturbed/deteriorated subsurface drain outlets, the establishment of temporary and permanent easements, the reroute and replacement of 350' of 22" clay tile with 24" polyethylene tile, and the construction of one grade stabilization structure. This project/improvement is being done pursuant to Ohio Revised Code Sections 6131 and 6137. The project is located in Brown and Berlin Townships, Delaware County, Ohio. The project will be administered and managed by the Delaware County Engineer's Office and their designated inspector(s). All questions shall be directed to: Brett R. Bergefurd Project Manager 50 Channing Street Delaware, Ohio 43015 Phone: (740) 833-2400 Fax: (740) 833-2399 e-mail: bbergefurd@co.delaware.oh.us

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

RESOLUTION NO. 06 -1068

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE STATE OF OHIO DEPARTMENT OF TRANSPORTATION AND THE DELAWARE COUNTY BOARD OF COMMISSIONERS FOR THE REPLACEMENT AND LOWERING OF A CULVERT:

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

AGREEMENT

This Agreement is made by and between the **State of Ohio, Department of Transportation** (hereinafter referred to as the "STATE"), 1980 W. Broad Street, Columbus, Ohio 43223, and the **Delaware County Board of Commissioners** (hereinafter referred to as the "COUNTY"), 101 N. Sandusky Street, Delaware County Delaware, OH 43015.

1. PURPOSE

- 1.1 Section 5501.03 (A)(3) of the Ohio Revised Code provides that the Director of Transportation may coordinate the activities of the Department of Transportation with other appropriate public authorities and enter into contracts with such authorities as necessary to carry out its duties, powers and functions.
- 1.2 Section 5501.31 of the Ohio Revised Code further provides that the director of transportation shall have general supervision of all roads comprising the state highway system and, in connection therewith, may clean out any watercourse as the director considers necessary.
- 1.3 The STATE and COUNTY agree that it is in the interest of public safety and a benefit to the state highway system that a three phase drainage improvement project be constructed which includes lowering the flow line of the existing ODOT culvert designated as DEL-521-5.08.
- 1.4 The STATE has programmed a Project called DEL-521-5.08, PID 81736, for the replacement and lowering of the culvert and the COUNTY has agreed to administer the construction of the Project, including the portion within the state highway right-of-way, and the STATE agreed to reimburse the COUNTY for its portion of the Project costs.
- 1.5 The purposes of this agreement is to set forth the terms and conditions for the reimbursement of expenses incurred by the COUNTY for the Project and the responsibilities of the parties.

NOW, THEREFORE, in consideration of the premises and the performance of the mutual covenants hereinafter set forth, and in anticipation of receipt of any and all requisite approvals, it is agreed by the

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parties hereto as follows:

2. SCOPE OF WORK FOR STATE REIMBURSEMENT TO COUNTY

- 2.1 The Project shall consist of replacement of 770' in length of 72" diameter corrugated metal pipe with 90' in length of 90" diameter corrugated metal pipe, inlet elevation shall be lowered approximately 3'.

3. OBLIGATIONS OF THE COUNTY

- 3.1 The County agrees to furnish, at no cost to the STATE, a complete set of the Plans and Specifications for the Project.
- 3.2 The COUNTY agrees to pay the entire cost of the Project including, but not limited to, lowering the flow line of the existing ODOT culvert and any change orders associated therewith. The COUNTY also agrees to pay all costs and perform all inspection, supervision, sample or testing for the Project.
- 3.3 The COUNTY agrees to award the contract for the construction of the Project and manage all construction activities of the three phases of construction including the culvert replacement within the state highway right-of-way in accordance with all applicable state and local laws and regulations.
- 3.4 Upon successful acceptance of the work within the highway right-of-way, the COUNTY agrees to submit an invoice requesting payment to:

Brenda Moore
ODOT District Six Planning
400 E. William Street
Delaware, OH 43015

4. OBLIGATIONS OF THE STATE

- 4.1 The STATE agrees to grant a highway use permit to the COUNTY for the work within the state highway right-of-way.
- 4.2 The STATE agrees to reimburse the COUNTY, after receipt of an itemized invoice following completion of construction of the portion in the state highway right-of-way, for costs and inspection incurred, up to a maximum of Two Hundred Fifty Thousand Dollars (\$250,000). Invoicing for reimbursement of costs shall conform to procedures established by the STATE.
- 4.3 The STATE agrees to process any invoice within a reasonable time, normally 30 days, following submission. Final determination of cost eligibility shall rest with STATE. If any invoice is not acceptable, the time for prompt payment is suspended. The STATE will either promptly provide the COUNTY with a clear statement regarding any specific cost ineligibility, or inform the COUNTY of any invoice deficiencies that must be eliminated prior to acceptance, processing, or payment by STATE. If such notification is sent, the required payment date shall be thirty (30) days after receipt of the corrected invoice.
- 4.4 It is understood by the parties that none of the rights, duties and obligations described in this Agreement shall be binding on either party until all statutory provisions of the Ohio Revised Code, including but not limited to Section 126.07 have been complied with and until such time as all necessary funds are made available and forthcoming from the appropriate State agencies, and, if necessary, such expenditure of funds is approved by the Controlling Board of the State of Ohio.

5. GENERAL PROVISIONS

- 5.1 This Agreement shall commence on the date of execution of the agreement and end on June 30, 2007. At that time, the STATE may renew this Agreement on the same terms and conditions for as many successive terms as necessary to complete the Project, by giving written notice to the COUNTY, provided that all successive terms shall not extend beyond the end of STATE's biennium.
- 5.2 This Memorandum constitutes the entire agreement between the parties. Any change to the provisions of this agreement must be made by written amendment executed by both parties.
- 5.3 This Agreement and any claims arising out of this Agreement shall be governed by the laws of the State of Ohio. Any provision of the Agreement prohibited by the law of Ohio shall be deemed void and of no effect. Any litigation arising out of or relating in any way to this Agreement or the performance thereunder shall be brought only in the court of Ohio. To the extent that the STATE is a party to any litigation arising out of or relating in any way to this Agreement or the performance thereunder, such an action shall be brought only in a court of competent jurisdiction in Franklin, County, Ohio.
- 5.4 All notices to be given under this Agreement shall be to:

Brenda Moore

Scott Stephens

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ODOT District Six
400 E. William Street
Delaware, OH 43015
740-833-8159

Delaware Soil & Water Conservation Dist.
557 Sunbury Road, Suite A
Delaware, OH 43015
740-272-0355

- 5.5 Neither this contract nor any rights, duties, or obligations described herein shall be assigned by either party hereto without the prior express written consent of the other party.
- 5.6 Any person executing this Agreement in a representative capacity hereby warrants that he/she has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

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

RESOLUTION NO. 06-1069

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE WITH WAYNE E. RUTHERFORD FOR THE SAWMILL PARKWAY IMPROVEMENT PROJECT:

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

**CONTRACT OF SALE AND PURCHASE
VACANT LAND/IMPROVEMENTS**

WITNESSETH: On this 21st day of August, 2006, Wayne E. Rutherford, single, whose address is 2573 Bean-Oller Rd., Delaware, Ohio 43015, hereinafter, the SELLER, in 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)
(Available in the County Engineer's Office until no longer of Administrative Value)

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 Four Hundred Thousand Dollars and no cents (\$400,000.00) 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,
 - (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, 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. In no event shall such closing occur more than thirty (30) days after the last date on which one of the parties to this CONTRACT executes the CONTRACT. The closing date may be modified by 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.

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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 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 options, 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. SELLER shall surrender and deliver to PURCHASER physical possession of all structures, or the portions occupied by SELLER, within ninety (90) days after purchase price is tendered by PURCHASER. If subject property is not timely vacated, a rental agreement shall be entered into by the parties to this CONTRACT. Under the rental agreement, SELLER shall be named lessee and the PURCHASER shall be named lessor. Terms of the rental agreement are to be negotiated based upon a month to month tenancy. In no event shall said rental agreement extend beyond December 31, 2007. During any tenancy, lessee shall be responsible for all insurance payments, maintenance and utilities costs associated with the PROPERTY. 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 the compensation or consideration specified in this CONTRACT represents the full and total amount of compensation and consideration 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

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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 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 is related to the transfer of the PROPERTY, for any 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 hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
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 Attachment(s) 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 this 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.

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

RESOLUTION NO. 06-1070

IN THE MATTER OF AWARDING AN AGREEMENT TO PROVIDE THE MARKET RESEARCH FOR PAY SYSTEM ADJUSTMENT TO GROWTH STRATEGIES CONSULTING, INC.:

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

- WHEREAS, the Board of County Commissioners is responsible for ensuring the integrity of the County’s Compensation Management System for the county offices and departments; and
- WHEREAS, the Board of County Commissioners is committed to conducting the wage survey to determine the appropriate wage tables in each job category every eighteen months;
- WHEREAS, the Human Resources Department has received and reviewed all proposals to provide consulting services to conduct the wage survey and recommends the bid be awarded to Growth Strategies Consulting, Inc.;

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners, Delaware County, State of Ohio, accepts the proposal from Growth Strategies Consulting, Inc. as specified below, which will not exceed a total cost of: \$5,500.00

MANAGEMENT CONSULTING AGREEMENT

This Agreement is entered into this 21st day of August, 2006, by and between the **Delaware County Board of Commissioners**, hereinafter referred to as the “**Board**,” 101 Sandusky Street, Delaware, Ohio 43015, and **Growth Strategies Consulting**, hereinafter referred to as “**Consultant**,” P.O. Box 27182, Lansing, MI 48909.

The **Consultant**, in consideration of the covenants and promises set forth herein, agrees to provide Management Consulting services, to include but not limited to compensation management system market update, including 1) Collection and analysis of wage and position description data from other entities, 2) Evaluation of the structure and integrity of the Compensation Management Plan (with suggestions for modification and

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improvement, 3) Determination of appropriate current competitive wage tables, 4) Recommendation in a written report of the appropriate current competitive wage tables with consideration and discussion of other non-compensation benefits of employment with Delaware County.

In consideration of the foregoing covenants and promises, the **Board** agrees to pay **Consultant** \$100 per hour not to exceed \$5,500.00 for the completion of this project. **Board** will be invoiced for actual hours of work. The hourly rate and not to exceed value includes all out-of-pocket expenses for travel, long distance telephone calls, mailing costs, secretarial support and printing of project and report materials. Invoices are to be sent to the **Delaware County Human Resources Department**, 10 Court St., 2nd Floor, Delaware, Ohio 43015 and shall be payable within thirty (30) days of receipt. Any changes, additional work, or decreased work as mutually agreed will be at a compensation figure agreed upon by the Parties by written amendment to this Agreement prior to the work taking place.

The laws of the State of Ohio shall govern the construction and interpretation of this Agreement. The Common Pleas Court of Delaware County, Ohio will have venue over any dispute arising from this Agreement.

In carrying out its obligations under this Agreement, the Consultant shall not discriminate against any employee for employment because of age, sex, race, creed, national origin, sexual orientation, or disability, and shall take affirmative action to ensure that employees are treated fairly and legally with regard to their age, sex, race, creed, national origin, sexual orientation, or disability.

The implementation of this Agreement will be carried out in strict compliance with all federal, state, or local laws regarding discrimination in employment.

To the fullest extent of the law, Consultant agrees to indemnify and hold the Delaware County Board of County Commissioners, Delaware County and their respective officers, employees, volunteers, agents, servants and representatives free and harmless from any and all actions, claims, suits, demands, judgments, damages, losses and expenses, regardless of type or nature, actual or threatened, including but not limited to promptly retaining defense counsel to represent the Delaware County Board of County Commissioners, Delaware County and their respective officers, employees, volunteers, agents, servants and representatives, defending and protecting the same, and paying any and all attorney's fees, costs, and expenses, arising from any accident or occurrence, intentional or unintentional, related in any manner to Consultant's performance of this Agreement. Consultant further agrees that it shall undertake to defend, at its own expense, any and all actions, claims, suits, or demands brought against the Delaware County Board of County Commissioners, Delaware County and their respective officers, employees, volunteers, agents, servants and representatives by reason of or result of Consultant's performance under this Agreement, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.

Consultant agrees to indemnify and hold the Delaware County Board of County Commissioners, Delaware County and their respective officers, employees, volunteers, agents, servants and representatives free and harmless from any and all actions, claims, suits, demands, judgments, damages, losses and expenses, regardless of type or nature, actual or threatened, including but not limited to attorney's fees, costs, and expenses, arising from any wrongful disclosure of confidential information, intentional or unintentional, or any other such lawsuits or regulatory actions arising from any sharing, intentional or unintentional, of confidential information.

This Agreement may be terminated by either Party at any time upon thirty (30) days advance notice in writing.

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

RESOLUTION NO. 06-1071

IN THE MATTER OF AMENDING THE PURCHASE OF A CHILD CARE SERVICES CONTRACTS BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS PATRICIA JONES AND CHRISTINA WEYMOUTH:

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

Patricia Jones

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1

This amendment, effective August 9, 2006, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Patricia Jones entered into on the 1st day of June, 2006.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$5000 to \$40,000.

Christina Weymouth

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AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1

This amendment, effective August 4, 2006 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Christina Weymouth entered into on the 7th day of July, 2006.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$1,000 to \$ 8,000.

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

RESOLUTION NO. 06-1072

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

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

BASIC RATES

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

Hourly: Paid after 60 hours

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

Hourly Paid for .1 hour to 7.9 hours

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

Hourly: Paid after 50 hours

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

Hourly Paid for .1 hour to 7.9 hours

Child Care Provider		Full	Part Time	Hourly
Kiddie Academy Of Lewis Center 7166 Gooding Blvd. Delaware, Ohio 43015	Toddler	\$149.42	\$ 108.70	\$ 6.39
	Preschool	\$133.89	\$ 94.80	\$ 5.84
	Before & After	\$102.38	\$ 71.99	\$ 5.39
	Before School Only	\$ 70.00	\$ 70.00	\$ 5.39
	After School Only	\$ 71.99	\$ 71.99	\$ 5.39

(A Copy of this contact is available in the Commissioners' Office until no longer of Administrative Value).

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

RESOLUTION NO. 06- 1073

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE COUNTY JUVENILE COURT FOR SUPPORT OF THE MENTOR MOMS PROGRAM:

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

CONTRACT FOR THE PURCHASE OF SERVICES
BETWEEN THE DELAWARE COUNTY
DEPARTMENT OF JOB AND FAMILY SERVICES
AND
DELAWARE COUNTY JUVENILE COURT

This Agreement is made and entered into on the 1st day of July, 2006 between Delaware County Department of Job and Family Services a department of the Delaware County Commissioners, hereinafter referred to as "DCDJFS" and the DELAWARE COUNTY JUVENILE COURT hereinafter referred to as "JUVENILE COURT" and/or "Provider(s)."

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1. **PURPOSE OF AGREEMENT:** The purpose of this Agreement is to outline the Programmatic and Fiscal relationships between the DCDJFS and JUVENILE COURT for support of the Mentor MOMS Program.
2. **DELIVERABLES:** The deliverables to be provided under this Agreement to DCDJFS by Juvenile Court are more fully described in Exhibits A and B as attached hereto and which by this reference are incorporated into and made a part of this Agreement.
3. **AGREEMENT PERIOD:** This Agreement will be effective from July 1, 2006 through June 30, 2007 inclusive, unless otherwise terminated.
4. **LIMITATION OF SOURCE OF FUNDS:** Provider warrants that any costs incurred pursuant to this Agreement will not be allowable to, or included as a cost of any other federally financed program in either the current or a prior period.
5. **FINANCIAL AGREEMENT:** Subject to the terms and conditions set forth in this Agreement, the DCDJFS agrees to reimburse the JUVENILE COURT for actual costs for the Mentor MOMS Program services. Said reimbursement shall not exceed \$10,126.73. See Exhibit B attached hereto.
6. **INDEPENDENT CONTRACTORS:** Providers, agents and employees of the Provider will act in performance of this Agreement in an independent capacity, and not as officers or employees or agents of the State of Ohio, the DCDJFS, or Delaware County Board of Commissioners or Delaware County.
7. **INFORMATION REQUIREMENTS:** JUVENILE COURT will provide information to DCDJFS necessary to meet the specific fiscal and program requirements contained in the agreement. This shall include a quarterly and year end report of services provided and outcomes achieved.
8. **SERVICE DELIVERY RECORDS:** The JUVENILE COURT shall maintain records of services provided under this agreement. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
9. **DUPLICATE BILLING/OVERPAYMENT:** JUVENILE COURT warrants that claims made to DCDJFS for payment for purchased services shall be for actual services rendered to eligible individuals and do not duplicate claims made by Provider to other sources of funds for the same service. In the case of overpayments, the JUVENILE COURT agrees to repay the DCDJFS the amount to which DCDJFS is entitled.
10. **FINANCIAL RECORDS:** The JUVENILE COURT shall maintain independent books, records, payroll, documents, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Agreement. Such records shall be subject at all reasonable times for inspection, review or audit by duly authorized federal, state and DCDJFS personnel.
11. **AVAILABILITY AND RETENTION OF RECORDS:** JUVENILE COURT shall maintain and preserve all financial, programs/services delivery, and eligibility determination records related to this Agreement, including any other documentation used in the administration of the programs, in its possession for a period of three (3) years from the date of the submission of DCDJFS's final expenditure report, and/or will assure the maintenance of such records for the same period of time in the possession of any third party performing work related to this Agreement unless otherwise directed by the DCDJFS.

If any litigation, claim, negotiation, audit or other action involving such records has been started before the expiration of the three (3) year period, JUVENILE COURT shall retain the records and shall assure that any such records in the possession of any third party performing work related to this Agreement are retained until the completion of the action and all issues which arise from it or until the end of the three (3) year period, whichever is later.
12. **RESPONSIBILITY FOR INDEPENDENT AUDIT:** JUVENILE COURT agrees, if required by the director of DCDJFS on the basis of evidence of misuse or improper accounting of funds or service delivery records for which the provider is responsible, to have conducted an independent audit of expenditures and records of service delivery and make copies of the audit available to the DCDJFS. Any and all costs of such an independent audit shall be the sole responsibility of the JUVENILE COURT.
13. **RESPONSIBILITY OF AUDIT EXCEPTIONS:** JUVENILE COURT agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by appropriate County, State or Federal Audit and the Independent Audit described in Section 12 related to the provisions of services under this Contract.

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22411612-4509 \$ 52,745 TANF Grant-Contract with Community Action

Supplemental

22411601-5348 \$ 134,173 Job and Family Income Maintenance/Professional Services

22411612-5348 \$ 52,745 TANF Grant for Community Action/Professional Services

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

RESOLUTION NO. 06-1075

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR MEADOWS AT LEWIS CENTER, SECTION 1:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve sanitary sewer plan for Meadows at Lewis Center, Section 1 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 06-1076

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Walt Thompson has accepted the position of Waste Water Operator collections system with the Water Reclamation Department; effective date September 5, 2006.

Todd Ward has accepted the position of Maintenance Mechanic I with the Water Reclamation Department; effective date September 5, 2006.

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

RESOLUTION NO. 06-1077

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE ENVIRONMENTAL SERVICES DEPARTMENT:

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

Supplemental Appropriation	AMOUNT
65211905-5260 San Eng Regional 1 A/Inventoried Tools	47,050.00
65211905-5450 San Eng Regional 1 A/Machinery & Equip	15,500.00
65211919-5260 Alum Creek/Inventoried Tools	20,700.00
65211919-5450 Alum Creek/Machinery & Equip	15,500.00
66011913-5260 San Eng Scioto Reserve/Inventoried Tools	7,950.00
66011912-5260 San Eng Tartan Fields/Inventoried Tools	15,900.00
66011908-5260 San Eng Scioto Hills/Inventoried Tools	7,950.00

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

RESOLUTION NO. 06-1078

SETTING BID OPENING DATE AND TIME FOR SOLID WASTE DISPOSAL SERVICES FOR DELAWARE COUNTY:

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

**PUBLIC NOTICE
INVITATION TO BID
SOLID WASTE DISPOSAL SERVICES**

Notice to bidders are posted on the internet and may be viewed on Delaware County's web page at <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 **1:00 PM on Thursday, September 14, 2006**, at which time they will

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be publicly opened and read aloud for the provision of Solid Waste Disposal Services for Delaware County.

A mandatory pre-bid meeting will be held at 9:00AM on Wednesday, August 30, 2006 at the Division of Environmental Services, 50 Channing Street, Delaware, Ohio.

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 \$10,000 made payable to the Delaware County, Ohio. Bid specifications may be obtained from Delaware County Division of Environmental Services, 50 Channing Street, Delaware, Ohio during normal business hours. All questions shall be made in writing and directed to: Chad Antle, P.E., Assist. Director, Division of Environmental Services, cantle@co.delaware.oh.us

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 Solid Waste Disposal Service". No bid shall be withdrawn for a period of ninety (90) days after being publicly opened and read.

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

RESOLUTION NO. 06-1079

IN THE MATTER OF ACCEPTING CERTIFICATE OF CONTRACT COMPLETION, CERTIFICATE OF WARRANTY COMMENCEMENT, AFFIDAVIT OF CONTRACTOR, PREVAILING WAGE AFFIDAVIT OF COMPLIANCE, AND PAYING FINAL PAYMENT WITH RETAINAGE FOR BID PACKAGE 8, ROOFING, KROMER-STATES ROOFING INC, FOR NEW DORMITORY AND JAIL RENOVATION FOR THE DELAWARE COUNTY JAIL:

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

COMPANY	AMOUNT RETAINAGE
Kromer-States Roofing Inc	\$ 7,627.21

Further Be It Resolved, that the Commissioners approve payment of the following voucher: Kromer-States Roofing in the amount of \$7,627.21 (40411414-5410)

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

RESOLUTION NO. 06 -1080

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

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

ADDENDUM TO CONTRACT

The Real Estate Purchase Contract originally dated July 27, 2006, between Buyer, Delaware County Board of Commissioners, and Seller, Georgia E. Leffler, covering the property commonly known as 116 N. Sandusky Street, Delaware, Ohio 43015, is hereby amended as follows:

- 1) Paragraph 6.2 B. is hereby amended to read as follows:

An ALTA Owner's Title Insurance Policy (10/17/92) issued in accordance with the title commitment that has been accepted by the Buyer. Seller and Buyer shall share equally in the cost of such policy.

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

There being no further business the meeting adjourned.

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Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners