

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD SEPTEMBER 5, 2006

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

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

PUBLIC COMMENT

RESOLUTION NO. 06-1123

IN THE MATTER OF DECLARING SEPTEMBER WORKFORCE SERVICES MONTH:

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

WHEREAS, a qualified and well-trained workforce is critical to sustained growth, competitiveness, and prosperity; and

WHEREAS, Delaware’s Workforce Development System is successfully connecting workers and employers to meet the demands of a changing world economy; and

WHEREAS, Delaware’s business-driven and customer-centered Workforce Development System helps employers meet their workforce needs and provides Delaware residents with the ability to plan their careers and find employment to which they are best suited; and

WHEREAS, events and activities will be underway throughout the month of September showcasing the local resources available to connect job seekers, employers and community partners; and

WHEREAS, through partnerships that comprise the Delaware JobNetwork One Stop Services, Delaware is creating a premier Workforce Development System contributing to Ohio’s economic competitiveness in the world economy;

NOW, BE IT THEREFORE, RESOLVED, the Delaware County Commissioners do hereby join Governor Taft in recognizing September as Workforce Month in Delaware County and throughout the State of Ohio.

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

RESOLUTION NO. 06-1124

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 28, 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 28, 2006 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 06-1125

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 31, 2006 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the resolutions and records of the proceedings from regular meeting held August 31, 2006 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 06-1126

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR091:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve payment of warrants in batch numbers CMAPR091 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’s			

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 5, 2006

Zimmerman & Co.	Labor Equip & Materials to Repair Force Main	65211905-5460	\$	13,100.00
Barbara M. Crook	Rental of Farm Land/Biosolids	65211905-5335	\$	11,250.00
Eddie D Wells	Rental of Farm Land/Biosolids	65211905-5335	\$	6,250.00

Increases

Del Area Career Center	ABLE	22411603-5319	\$	29,500.00
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Vouchers

Mike Bass Ford	Ford Dump Truck	40111402-5450	\$	22,124.00
State Wide Ford	Replacement Vehicle from DOL 02/17/06	60111901-5370	\$	19,897.00
Pomegranate Health	Residential Treatment	22511607-5342	\$	9,765.00
Bound Tree Medical	Medical Supplies for EMS	10011303-5243	\$	7,061.00

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

RESOLUTION NO. 06 -1127

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Department of Job and Family Services is requesting that Julie Bates and Alicja Griffith attend a Parenting Summit in Columbus, Ohio September 29, 2006, at no cost.

The Auditor’s Office is requesting that Mark Potts attend Various Auditor’s Association Seminars in 2006 at the cost of \$550.00.

The Auditor’s Office is requesting that Kelly Tennant attend Various Real Estate and Appraisal Seminars in 2006 at the cost of \$425.00.

The EMS Department is requesting that Julie Webb and Angela Underhill attend a Weapons of Mass Destruction Course in Anniston, Alabama December 4-9, 2006, at no cost.

The Prosecutor’s Office is requesting that Janice Roller attend a Finance And Account Seminar in Columbus, Ohio November 1, 2006, at the cost of \$180.84.

The Court of Common Pleas (Adult Court Services) is requesting that all 8 ACS Probation Officers attend a Self-Defense Training at the Delaware JVS South August 24, 2006, at the cost of \$312.00.

The Sheriff’s Office is requesting that Mark Lisath attend a Correctional Supervisors Conference in Cincinnati, Ohio September 24-27, 2006, at the cost of \$625.00.

The Code Compliance Department is requesting that Gary Wilhelm and Ross Bigelow attend a Sprinkler Systems Plan Review Seminar in Columbus, Ohio September 20-21, 2006, at the cost of \$348.00.

The EMS Department is requesting that Kristopher Harris attend an Emergency Fire Dispatch Class in Georgetown, Ohio September 14, 2006, at the cost of \$327.50.

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

RESOLUTION NO. 06-1128

IN THE MATTER OF APPROVING PLAT FOR MCCAMMON ESTATES SECTION 3, PHASE B; PLAN FOR OHIO DEPARTMENT OF TRANSPORTATION DEL-750-5.53 AND DITCH MAINTENANCE PETITION FOR VILLAS AT WALNUT GROVE:

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

McCammon Estates Section 3, Phase B;

Situated In The State Of Ohio, County Of Delaware, Township Of Orange, And In Farm Lot 5, Quarter Township 4, Township 3, Range 18, United States Military Lands, Containing 2.219 Acres Of Land, More Or Less, Said 2.219 Acres Being Part Of That Tract Of Land Conveyed To M/I Homes Of Central Ohio, Llc, An Ohio Limited Liability Company By Deed Of Record In Official Record 534, Page 998, Recorder’s Office, Delaware County, Ohio. Cost \$12.00.

Ohio Department of Transportation DEL-750-5.53

New Construction To Relocate 0.24 Mile Of Green Meadows Drive (T-409) To Align With Green Meadows Drive (T-388) At SR-750 (East Powell Road) Including Widening 0.10 Mile Of SR-750 For A Right Turn Lane, Reconstruction Of Various Local Road Connections, Storm Sewers, And Installation Of Necessary Traffic

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 5, 2006**

Control Devices. No Cost.

Ditch Maintenance Petition- Villas At Walnut Grove

We the undersigned owners of 19.28 acres in Genoa Township, Delaware County, Ohio propose to create a condominium site known as **Villas At Walnut Grove** as evidenced by the attached plat (Exhibit "A" which is available at the County Engineer's Office). The Storm and drainage easement exhibit for **Villas At Walnut Grove** has been submitted for approval to the Delaware County Engineer. Drainage improvements related to this condominium will be constructed (or are bonded and will be constructed within a period of one year as evidenced by the Owner'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 Drainage 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 \$167,920.00 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in their development. The Developed condominium area of 52 units will receive benefit (cost) of the project as a per acre basis. The basis for calculating the assessment for each lot is therefore, \$3229.23 per unit. An annual maintenance fee equal to 2% of this basis \$64.58 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 \$3,358.40 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. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 06-1129

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENT FOR NELSON FARMS SECTION 1 – WORK ASSOCIATED WITH 24" WATERMAIN CONSTRUCTION:

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

Nelson Farms Section 1 – Work Associated With 24" Watermain Construction

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT made and entered into this 5th day of September 2006 by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **PLANNED COMMUNITIES, INC.**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled "**NELSON FARMS SECTION 1 – WORK ASSOCIATED WITH 24" WATERMAIN CONSTRUCTION**" 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 **SEVENTY THOUSAND ONE HUNDRED TWENTY-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 **SEVEN THOUSAND SIX HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**.
5. The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
6. The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
7. The **SUBDIVIDER** shall perform and complete all said improvements prior to **MAY 31, 2007**.

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 5, 2006**

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**.

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

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

RESOLUTION NO. 06 -1130

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
U06116	Time Warner Cable	Shanahan Road	Place Cable
U06127	AT&T	Worthington Road	Place Buried Cable
U06130	American Electric Power	Cheshire Woods	Bore Road
U06131	Verizon	Worthington Road	Set Pole back

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

RESOLUTION NO. 06-1131

IN THE MATTER OF APPROVING A CONTRACT WITH R.D. ZANDE AND ASSOCIATES FOR REAL ESTATE ACQUISITION SERVICES:

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

**DELAWARE COUNTY, OHIO
REAL ESTATE ACQUISITION SERVICES AGREEMENT**

This Agreement entered into this 5th day of September, 2006, by and between the County of Delaware, Ohio, acting by and through the County Commissioners, hereinafter referred to as the **COUNTY**, and R. D. Zande & Associates, Inc., hereinafter referred to as **CONSULTANT**, for the provision of real estate acquisition services to the **COUNTY** in regard to various projects.

Witnesseth, that for the mutual considerations herein specified, the **COUNTY** and the **CONSULTANT** have agreed and do hereby agree as follows:

SECTION 1- BASIC SERVICES OF CONSULTANT

The duties of the **CONSULTANT** shall encompass the following tasks.

- A. Appraisal Services, appraisers shall be selected from the ODOT prequalified list for parcels over \$10,000 in value;
- B. Low Value Analysis, for parcels under \$10,000 in value;
- C. Negotiation Services;
- D. Title Work and Closings;
- E. Right-of-Way Acquisition Procedures Development

SECTION II- PAYMENT FOR PROFESSIONAL SERVICES

- A. The **COUNTY** agrees to pay the **CONSULTANT** as compensation for professional services as listed in Section I, an amount not to exceed \$ 200,000. Costs will vary depending on actual time required to perform the services requested.

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 5, 2006**

- B. The actual cost plus reimbursable expenses, as incurred by the CONSULTANT in the performance of the portion of the work outlined in Section I of this Agreement, shall not exceed the amount stipulated in Section IIIA without an amendment to the Agreement duly authorized by the COUNTY.
- C. Payment for services performed shall be due and payable monthly, based on the actual time and expenses incurred by the CONSULTANT in the performance of the services on the project.

SECTION III - OBLIGATION OF COUNTY

- A. Any provision in this contract to the contrary, the maximum obligation of the COUNTY under this contract is limited to the amount of \$200,000. Unless the COUNTY appropriates and authorizes the expenditure of additional funds pursuant to proper modification of this contract, the CONSULTANT's duties and obligations to perform additional services under this contract shall be considered ended December 31, 2007 or when the amount of \$ 200,000, as described previously, has been invoiced and paid to the CONSULTANT (whichever comes first) in accordance with the provisions of this Section. Payment of invoices submitted to the COUNTY by the CONSULTANT shall be made by the COUNTY within thirty (30) days of the date of the invoice. If the maximum obligation of the COUNTY provided herein is changed properly, then the new amount will control the continuation of the duties and obligations of the CONSULTANT to perform additional services.
- B. COUNTY shall provide all criteria and full information as to COUNTY's requirement for the Project; designate a person to act with authority on COUNTY's behalf in respect of all aspects of the CONSULTANT's services; examine and respond promptly to CONSULTANT's submissions; and give prompt written notice to CONSULTANT whenever COUNTY observes or otherwise becomes aware of any defect in the work.

SECTION IV - TIME SCHEDULE AND COMPLETION

- A. The CONSULTANT shall provide written detailed cost proposal for each project at the request of the COUNTY prior to services being performed.
- B. After notification from the COUNTY to proceed, the CONSULTANT shall, to the extent possible, schedule activities to meet specific project dates as requested by the COUNTY

SECTION V - NON-DISCRIMINATION

During the performance of this contract, the consultant agrees as follows:

The CONSULTANT will not discriminate against any employee or applicant for employment because of age, race, color, religion, sex or national origin. The consultant will take affirmative action to ensure that applicants are employed and employees are treated during employment without regard to their age, race, color, religion, sex or national origin. Such action will include, but not be limited to the following: employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. The CONSULTANT agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this non-discrimination clause.

SECTION VI- CONTRACT TERMINATION OR SUSPENSION

The COUNTY or the CONSULTANT may terminate or suspend this Engineering Agreement by (1) giving written notice not less than ten (10) days prior to the effective date by registered mail of its intention to do so and (2) an opportunity for consultation with the terminating party prior to termination. Payment to the CONSULTANT will be made promptly for the amount of any fees earned to the date of the notice of termination or suspension, less any payments previously made. In the event the Agreement is terminated, the consultant, upon payment, as specified, shall deliver to the COUNTY copies of all reports, field books, drawings, and other documents which have been prepared in the course of the work done under this Agreement in accordance with the conditions described in Section X "A", Reuse of Documents. The CONSULTANT shall make no other claim for additional compensation against the COUNTY by reason of such termination. In the event the consultant's services are suspended by the COUNTY, the CONSULTANT shall bill the COUNTY immediately for all work completed to date, less any previous payments.

SECTION VII- CONTINUING OBLIGATION

The CONSULTANT agrees that if, because of death or any other occurrence, it becomes impossible for any one of the aforementioned officers to render his services hereunder, neither the consultant nor the surviving officers shall be relieved of their obligations to complete performance hereunder; provided, however, in such event the COUNTY may terminate this Agreement if it considers the death or incapacity of such officer to be a loss of such magnitude as would affect the CONSULTANT's ability to satisfactorily complete the performance of this Agreement.

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD SEPTEMBER 5, 2006

SECTION VIII- WARRANTY

The consultant warrants that he has not employed or retained any company or person, other than a bonafide employee, working solely for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than a bonafide employee working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of this contract. The CONSULTANT also warrants, that he will comply will all Federal, State and Local laws and ordinances applicable to the work. For breach or violation of the warranty, the COUNTY shall have the right to annul the Engineering Services Agreement without liability.

SECTION IX - INSURANCE AND INDEMNITY

- A. CONSULTANT shall comply with the laws of the State of Ohio relating to insurance coverage and shall carry during the performance of this Agreement and keep in full force, Worker’s Compensation. A copy of a document evidencing such Worker’s Compensation shall be furnished to the COUNTY prior to the commencement of the services.
- B. CONSULTANT shall carry the following minimum amounts of Automobile Liability Insurance and Comprehensive and General Liability Insurance with the COUNTY named as additional insured, each with the following limits:
 - 1.Public Liability Insurance in the amount of \$1,000,000.00 for bodily injuries including those resulting in death of any one person and on account of any one accident or occurrence.
 - 2.Property Damage in an amount of \$1,000,000.00 from damages on account of any one accident or occurrence.
- C. CONSULTANT shall carry Valuable Paper’s Insurance in an amount sufficient to assure the restoration of any plans, drawings, field notes, or other similar data relating to the work covered by this Agreement, in the event of their loss or destruction, (until such time as the plans and field and design data are delivered to the COUNTY).
- D. CONSULTANT shall carry Professional Liability Insurance in the sum of not less than one million dollars (\$1,000,000) annual aggregate, on a claims -made basis.
- E. Certificates of Insurance indicating coverage and conditions stipulated in paragraphs X (B, C, D) shall be provided by the CONSULTANT prior to the commencement of services.

SECTION X - MISCELLANEOUS

- A. Reuse of Documents.

All documents, including Drawings, Specifications, and Electronic Media prepared or furnished by the CONSULTANT (and CONSULTANT’s independent professional associates and consultants) pursuant to this Agreement, are instruments of service in respect of the Project. COUNTY shall retain an ownership and property interest therein whether or not the Project is completed. However, such documents are not intended or represented by CONSULTANT to be suitable for reuse by COUNTY or others on extensions of the Project or on any other Project. Any reuse without written verification or adaptation by CONSULTANT for the specific purpose intended will be at COUNTY’s sole risk and without liability or legal exposure to CONSULTANT, or to CONSULTANT’s independent professional associates or consultants, and COUNTY shall indemnified and hold harmless CONSULTANT and CONSULTANT’s independent professional associates and consultants form all claims, damages, losses and expenses, including attorney’s fees, arising out of or resulting therefrom. Any such verification or adaptation will entitle CONSULTANT to further compensation at rates to be agreed upon by COUNTY and CONSULTANT.

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

RESOLUTION NO. 06-1132

IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE WITH MARICA RUSH FOR THE LIBERTY ROAD REALIGNMENT PROJECT:

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

**DELAWARE COUNTY
 CONTRACT OF SALE AND PURCHASE
 LIBERTY ROAD REALIGNMENT**

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 5, 2006

DEL-CR9-3.42

Parcels: 23-WD, 23-WD-1, 23T, 23T-1, 23T-2, & 23T-3

This Agreement, entered into on the below date by and between Marcia A. Rush and Marcia A. Rush, Trustee hereinafter called the OWNER, hereby agrees to grant, sell, bargain and convey to Delaware County, hereinafter called the COUNTY, the following described real estate together with improvements now located thereon:

See attached Exhibit(s)

The County agrees to purchase said real estate and agrees to pay the full sum of \$536,457.00; as full compensation and damages for same and as full consideration for the covenants of Owner herein contained.

Owner shall sell and convey the above described real estate by Warranty Deed and Temporary Right of Way Easement for Highway Purposes and shall deliver said instruments to the County at the time of closing and which closing shall occur no later than 60 days after the date hereof and at which closing the County shall pay the aforesaid consideration of \$536,457.00.

Owner warrants that the real estate is free and clear of all liens and encumbrances, except mortgages, taxes, easements, conditions and restrictions of record, if any and Owner shall cause all such liens and encumbrances to be removed or released of record on or before the date of closing as aforesaid, except easements, conditions and restrictions of record.

Owner agrees to execute supplemental instruments necessary for the construction and maintenance of the project, over, across and upon the aforementioned property.

Owner shall be liable for all taxes on the property up to and including the date of closing.

Owner hereby grants to the County, its employees, agents, consulting engineers, contractors and other representatives the right to enter upon and have exclusive possession of the heretofore described real estate. County shall be responsible for and hold Owner harmless from any and all claims, expenses, damages, liability, and costs (including attorney fees) arising out of personal injury or property damage to the extent that such injury or damage is caused by the County, its employees, agents, consulting engineers, contractors and other representatives entering upon the aforementioned property prior to its transfer from Owner to County.

Owner Further Agrees, that if to any reason the County determines it to be necessary to file a Complaint in the Court of Common Pleas of Delaware, County for the impaneling of a jury to assess the compensation to be paid for the heretofore described real estate, this contract may be introduced in evidence in such proceedings and the amount specified herein shall be deemed and stipulated to be the fair market value of the interest acquired in the real estate.

This contract shall be binding upon Owner and Owner's heirs, executors, administrators, successors and assigns and shall inure to the benefit of the Purchaser, its successors and assigns.

EXHIBIT A

The attached legal description, designated "Parcels 23-WD & 23-WD-1, Liberty Road Realignment, DEL-CR9-3.42" is believed by Buyer and Seller to, in general, accurately describe the two (2) parcels of real property to be conveyed to Buyer for the construction of Liberty Road as realigned, but Buyer and Seller anticipate that the attached legal description may need to be revised prior to Closing with respect to its reference, for both Parcel 23-WD and Parcel 23-WD-1, to the "parcel conveyed to Marcia A. Rush recorded in Book 385, page 412 in the records of Delaware County, Ohio." Buyer and Seller agree to revise and substitute the legal description as may be necessary and appropriate to convey to Buyer the real property needed by Buyer for the construction of the Liberty Road relocation as shown on the engineering drawings therefor.

(Copy of Exhibits available in the Delaware County Engineer's Office until no longer of administrative value).

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

RESOLUTION NO. 06-1133

IN THE MATTER OF AUTHORIZING A REQUEST THAT ODOT ENACT A SPEED LIMIT REVISION ON SOUTH OLD STATE ROAD (CR #10):

It was moved by Mr. Jordan, seconded by Mr. Evans to authorize speed limit revision as follows:

South Old State Road (CR #10) Speed Limit Revision

As the result of a speed limit study prepared by The Engineer's Staff, The Engineer request that your Board

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
 MINUTES FROM REGULAR MEETING HELD SEPTEMBER 5, 2006

consider adoption of a Resolution to request the Ohio Department of Transportation to lower the speed limit on South Old State Road to 50 mph.

South Old State Road is currently a non-posted 55 mph speed zone but due to several factors identified within the study (traffic volume, road width, and development), it is possible that ODOT will consider a reduction to 50 mph.

Therefore, The Engineer is recommending that a Resolution be passed by your Board to request the Director of the Ohio Department of Transportation to determine and declare a **50 MPH** speed limit for **South Old State Road (CR #010)** from **E. Powell Rd (CR #014)** to **Orange Road (TR #114)**. Upon receipt of your Resolution, this office will forward a letter of request and the Resolution to the Ohio Department of Transportation for their action.

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

RESOLUTION NO. 06-1134

IN THE MATTER OF AMENDING THE SUPPLEMENTAL APPROPRIATIONS AS PRESENTED FOR THE BOARD OF ELECTIONS:

It was moved by Mr. Ward, seconded by Mr. Evans to amend the supplemental appropriations as presented for the Board Of Elections from \$128,160.00 (40 Machines) to reflect the cost of 25 machines at \$80,100.00 with a shipping cost of \$1,500.00.

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

RESOLUTION NO. 06-1135

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS AS AMENDED FOR THE BOARD OF ELECTIONS:

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

Supplemental Appropriation		Amount
10016101-5260	Board of Elections/Inventoried Tools	\$ 80,100.00
10016101-5331	Board of Elections/Shipping	\$ 1,500.00

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

RESOLUTION NO. 06-1136

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Jeff Hovatter is resigning his position as a Paramedic with the EMS Department; effective date September 8, 2006.

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

RESOLUTION NO. 06-1137

IN THE MATTER OF ADOPTING A RESOLUTION APPROVING THE SPONSORSHIP FOR A FOREIGN ANIMAL DISEASE RESPONDER COURSE:

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

WHEREAS, the Delaware County Office of Homeland Security and Emergency Management desires to sponsor a Foreign Animal Disease Responder course for local officials; and,

WHEREAS, this course is at no expense to participants and will provide comprehensive information on a response to animal disease outbreaks such as foot and mouth disease;

NOW THEREFORE, BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby resolve to approve the Delaware County Office of Homeland Security and Emergency Management to sponsor this course.

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 5, 2006

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

RESOLUTION NO. 06-1138

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR WALNUT GROVE ESTATES, SECTION 2:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the sanitary sewer plan for Walnut Grove Estates, Section 2 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 06-1139

IN THE MATTER OF AWARDED THE BID FOR CONVEYANCE AND LAND APPLICATION OF BIOSOLIDS FOR DELAWARE COUNTY DIVISION OF ENVIRONMENTAL SERVICES:

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

Whereas, the County received public bids for the conveyance and land application of biosolids on August 4, 2006.

Whereas, the bids were evaluated using the lowest sum of unit pricing cost for:

1. Liquid land application;
2. Liquid Transport between major plants;
3. Cake biosolids land application;
4. Cake biosolids transport to a landfill; and
5. Cake biosolids to Price Barnes Organics.

Whereas the results of the bids received are as follows:

Number	Bid item	BurchHydro	D&D Agrihauling	SynagroCentral
1	Liquid/land applied, (gallons)	\$0.0428	\$0.0449	\$0.0356
2	Liquid/between plants, (gallon)	\$0.0746	\$0.023	\$0.036
3	Cake/land applied, (wet tons)	\$29.29	\$22.65	\$21.50
4	Cake/landfill (wet tons)	\$30.11	\$21.90	\$11.95
5	Cake/Price Barnes (wet tons)	\$17.32	\$16.40	\$8.00
	Total	\$76.84	\$61.02	\$41.52

Whereas, SynagroCentral, Inc. has been identified as the lowest and best bid at the sum unit price of \$41.52.

Therefore be it resolved that the bid for Conveyance and Land Application of Biosolids be awarded to SynagroCentral, Inc.

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

RESOLUTION NO. 06-1140

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDER YWCA-FOUSE:

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

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 5, 2006

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
YWCA-FOUSE 5800 S. Old 3-C Hwy Westerville, Ohio 43082	(Summer) K-8 th Grade	\$102.38	\$ 71.99	\$ 5.39
	(School Days) 7am-9am or 3pm-6pm	\$ 35.00 \$ 35.00	\$ 45.00 \$ 45.00	\$ 5.39 \$ 5.39
	(Full Day Care) 7am-6pm	\$30.00 per day up to \$102.38 per week	\$30.00 per day up to \$71.99 per week	

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

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

RESOLUTION NO. 06-1141

IN THE MATTER OF AMENDING RESOLUTION #06-11 REGARDING THE AGREEMENT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS, AND JOBS FOR OHIO GRADUATES :

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

Jobs for Ohio Graduates

AMENDMENT TO RESOLUTION
For
JOG CONTRACT

AMENDMENT NO. 1

This Amendment, effective August 29, 2006, is to amend Resolution #06-11 regarding the agreement between the Delaware County Department of Job and family Services, the Delaware County Commissioners, and Jobs for Ohio Graduates, entered into on the 3rd day of January, 2006.

- I. Article V. **TIME OF PERFORMANCE:** Changes ending date in resolution 06-11 from 9/30/06 to 6/30/06 to match the date on contract.

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

RESOLUTION NO. 06-1142

IN THE MATTER OF AMENDING THE CHILD CARE SERVICES CONTRACTS BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES ; THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS CHILD CARE UNLIMITED-GALENA AND KINDERCARE LEARNING CENTER BERRY LEAF LANE:

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

Child Care Unlimited-Galena

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

This amendment, effective August 16, 2006, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Child Care Unlimited-Galena, entered into on the 1st day of July, 2005.

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 \$20,000 to \$50,000.

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 5, 2006

Kindercare Learning Center Berry Leaf Lane

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

This amendment, effective May 1, 2006, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare Learning Center Berry Leaf Lane entered into on the 8th day of February 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 \$6,500.

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

RESOLUTION NO. 06-1143

IN THE MATTER OF AMENDING THE CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES; THE DELAWARE COUNTY COMMISSIONERS AND ADOPTION AND FOSTER PARENTING MARKETING SERVICES :

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

AMENDMENT TO CONTRACT
For
Adoption and Foster Parenting Marketing Services

AMENDMENT NO. 1

This Amendment, effective August 22, 2006, is to amend the Contract for Adoption and Foster Parenting Marketing Services between the Delaware County Department of Job and Family Services, a department of the Delaware County Commissioners, and OrangeBoy, Inc., entered into on the 23rd day of May, 2006.

- I. Article III. **COMPENSATION AND METHOD OF PAYMENT/BUDGET:** Changes the amount reimbursable under the contract from \$4,900 to \$5,200.
- II. Article V. **TIME OF PERFORMANCE:** Changes ending date from 6/30/06 to 10/31/06.

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

RESOLUTION NO. 06-1144

IN THE MATTER OF APPROVING THE LITTER COLLECTION CONTRACT BETWEEN THE BOARD OF HEALTH OF THE DELAWARE GENERAL HEALTH DISTRICT AND DELAWARE COUNTY JUVENILE COURT:

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

Juvenile Court Referral Litter Collection

This contract made and concluded at Delaware, Ohio, by and between the Board of Health of the Delaware General Health District, hereinafter referred to as the Board, and the Delaware County Juvenile Court, hereinafter referred to as the Contractor.

WHEREAS, the Board of Health is in need of a supervised juvenile crew to provide seasonal litter collection in the Delaware County General Health District, and

WHEREAS, the Delaware County Juvenile Court, hereinafter referred to as the Contractor is qualified and willing to provide such services as may be needed by the Board, and,

THEREFORE, it is hereby mutually understood and agreed as follows:

- 1. The Contractor hereby agrees to provide a supervised Juvenile Court referral litter collection activity within the health district upon request, either by the Board or its duly appointed representative. Such services shall be rendered only in Delaware County General Health District, with action taken in accordance with state or local laws.

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 5, 2006**

a. In addition to the provision of implementation and supervision services, the Contractor shall, when requested by the Board or its authorized representative, participate with other litter personnel employed by the Board in staff meetings and discussions for the purpose of planning and evaluating the progress of the litter collection program. Said plan(s) shall be in accordance with state and local litter rules/laws.

b. The Contractor shall prepare all required records, as provided by the Board, and shall forward all reports to the representative of the Board so that they may be incorporated into the litter records by the 1st day of the reporting months of October 2006, January, April, and July 2007.

c. The Contractor shall provide supervision/implementation services to equal a total of 205 hours to operate over the duration of the contract. The collection activity will be performed by a crew staffed by one supervisor, operating between the dates of September 5th, 2006 and May 31, 2007.

d. Litter collection bags will be provided by the Board to the Contractor for the collection activity, as long as said expenses are obligated in accordance with the fiscal procedures of the Board. Other equipment such as safety equipment, vehicle, and related expenses will be provided by the Contractor.

2. The Contractor shall conform to all applicable agency policies including personnel qualifications and necessary background checks.

3. The Contractor shall provide verification of professional liability insurance and automobile liability insurance on a yearly basis to the Board. The Contractor shall conform to good youth supervision practices and assume the responsibility for the safety and well being and to exercise reasonable care in the supervision of assigned to the project during active involvement during the project. The Board shall be released of any liability for injury sustained by the contractor while performing services under this contract.

4. The Contractor shall provide for the safe transportation of the litter collection crew. The Contractor shall require minimum age of 21 years old, a current Ohio driver's license, a safe driving record verified by a driver's license check, and proof of motor vehicle insurance as conditions of employment for the crew supervisor. The Contractor shall also conduct a background police investigation of applicants for the crew supervisor's position.

5. The Contractor agrees to be responsible for all tax liability that accrues as a result of contracting with the Delaware General Health District. The Contractor further acknowledges that the Board has no responsibility for the tax liability of the Contractor.

6. The Board shall advance payment to the Contractor to be administered through Juvenile Court for direct services, for the supervision of the litter collection crew activity not to exceed a total of \$4,000. Advancement shall be \$3,000 on or before September 29, 2006 and one subsequent payment of \$1,000 during the balance of the contract period.

7. Acceptance of this contract is evidence of the Contractor's intent to comply with Title VI and VII of the 1964 Civil Rights Act which prohibits discrimination because of race, sex, national origin, age, color, or handicap in any facet of his/her work except where such discrimination is a bona fide documented necessity.

8. This contract shall become effective on the 30th day of August, 2006 and shall remain in full force and effect through May 31, 2007.

This contract constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified, changed, or amended except in writing, signed by each of the parties. Termination by either party requires thirty (30) days written notice of intention to terminate.

The Health Commissioner was authorized to enter into this contract by resolution duly adopted by the Board on the 29th day of August 2006.

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

RESOLUTION NO. 06-1145

IN THE MATTER OF APPROVING THE LITTER COLLECTION CONTRACT BETWEEN THE BOARD OF HEALTH OF THE DELAWARE GENERAL HEALTH DISTRICT AND THE DELAWARE COUNTY ADULT PROBATION OFFICE:

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

Adult Probation Referral Litter Collection

This contract made and concluded at Delaware, Ohio, by and between the Board of Health of the Delaware

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 5, 2006**

General Health District, hereinafter referred to as the Board, and the Delaware County Adult Probation Office, hereinafter referred to as the Contractor.

WHEREAS, the Board of Health is in need of a supervised adult litter collection crew to provide seasonal litter collection on county and township roadways in the Delaware General Health District, and

WHEREAS, the Delaware County Adult Probation Office, hereinafter referred to as the Contractor, is qualified and willing to provide such services as may be needed by the Board, and

THEREFORE, it is hereby mutually understood and agreed as follows:

1. The Contractor hereby agrees to provide a supervised adult probation referral litter collection activity within the health district upon request, either by the Board or its duly appointed representative. Such services shall be rendered only in Delaware General Health District, with action taken in accordance with state or local laws.
2. The Contractor shall conform to all applicable agency policies including personnel qualifications. The Contractor further acknowledges that the Board has no responsibility for the tax liability of the Contractor.
3. The Contractor shall conform to good labor supervision practices and promise to exercise reasonable care in supervising individuals assigned to the project during active involvement in the project.
4. The Contractor shall provide for the safe transportation of the litter collection crew. The Contractor shall require minimum age of 21 years old, a current Ohio driver's license, a safe driving record verified by a driver's license check, and proof of motor vehicle insurance as conditions of employment for the crew supervisor. The Contractor shall also conduct a background police investigation of applicants for the crew supervisor's position.
5. In addition to the provision of implementation and supervision services, the Contractor shall, when requested by the Board or its authorized representative, participate with other litter personnel employed by the Board in staff meetings and discussions for the purpose of planning and evaluating the progress of the litter collection program. Said plan(s) shall be in accordance with state and local litter rules/laws.
6. The Board shall be released of any liability for injury sustained by the contractor while performing services under this contract.
7. The Contractor shall prepare all required records, as provided by the Board, and shall forward all reports to the representative of the Board so that they may be incorporated into the litter records by the 1st day of the reporting months of October 2006, January, April, and July 2007.
8. The Board shall advance payment to the Contractor to be administered through the Adult Probation Office for direct services, for the supervision of the litter collection crew activity not to exceed a total of \$2,500. Payment shall be \$1,500 on or before the 29th day of September 2006, and one subsequent payment of \$1,000 during the balance of the contract period.
9. The Contractor shall provide supervision/implementation services to equal a total of 128 hours to operate over the duration of the contract. The collection activity will be performed by a crew staffed by one supervisor, operating between the 5th day of September, 2006 and the 31st day of May, 2007.
10. Litter collection bags will be provided by the Board to the Contractor for the collection activity, as long as said expenses are obligated in accordance with the fiscal procedures of the Board. Other equipment such as safety equipment, vehicle, and related expenses will be provided by the Contractor.
11. Acceptance of this contract/agreement or authorization is evidence of the Contractor's intent to comply with Titles VI and VII of the Civil Rights Act of 1964 which prohibits discrimination because of race, sex, religion, national origin, age, color, or handicap in any facet of the Contractor's operation.
12. This contract shall become effective on the 30th day of August 2006 and shall remain in full force and effect through May 31, 2007.

This contract constitutes the entire agreement between parties with respect to the subject matter hereof and may not be modified, changed, or amended except in writing, signed by each of the parties. Termination by either party requires (30) days written notice of intention to terminate.

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

RESOLUTION NO. 06-1146

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR**

COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 5, 2006

COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 10:35AM.

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

RESOLUTION NO. 06-1147

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Evans, seconded by Mr. Jordan to adjourn out of Executive Session at 11:45AM.

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