

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 16, 2007

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. 07-61

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 11, 2007 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held January 11, 2007 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 07-62

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0112:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0112 and Purchase Orders and Vouchers as listed

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
<b>PO's</b>			
Treasurer State of Ohio	Reim to State Public Defender	10011202-5319	\$ 25,000.00
Net Care Corp	Court Ordered Psychological	10011202-5342	\$ 10,000.00
Consolidated Electric	Service Medic 6 and 8	10011303-5338	\$ 6,500.00
Downes Hurst and Fishel	Legal Services	22411605-5301	\$ 7,000.00
Kimberly Miller	Day Care	22411610-5348	\$ 10,000.00
Delille Oxygen	Oxygen Supply for EMS	10011303-5243	\$ 13,000.00
Winona Daquila	Day Care	22411610-5348	\$ 10,000.00
Julie Dew	Day Care	22411610-5348	\$ 10,000.00
Delaware Cab	Client Transportation	22411601-5355	\$ 50,000.00
Oksana Neverov	Day Care	22411610-5348	\$ 10,000.00
Delaware City Schools	Day Care	22411610-5348	\$ 17,500.00
Brianna Kinniard	Day Care	22411610-5348	\$ 10,000.00
<b>Vouchers</b>			
James Group	On Base Software Maintenance	10011103-5325	\$ 7,378.80

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

RESOLUTION NO. 07 -63

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Common Pleas Court (Adult Court Services) is requesting that Chris Bates attend ASP Tactical Baton Training in London, Ohio January 23-25, 2007, at the cost of \$225.00.

The Common Pleas Court (Adult Court Services) is requesting that Chris Bates attend Chemical Repellent Training in London, Ohio May 14-15, 2007, at the cost of \$180.00.

The Common Pleas Court (Adult Court Services) is requesting that Chris Bates attend Firearms Training in Marion, Ohio February 27, 2007, at the cost of \$678.00.

The EMS Department is requesting that the EMS Personnel attend an Advance Cardiac Life Support and Basic Life Support Course at the Hayes Building January 17, 2007, at no cost.

The Code Compliance Department is requesting that Joe Scherler, Duane Matlack, and Gary Wilhelm attend an Ohio Building Officials Association Annual Conference in Huron, Ohio February 4-6, 2007, at the cost of \$932.90.

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

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RESOLUTION NO. 07-64

IN THE MATTER OF APPOINTMENT OF THE BOARD’S REPRESENTATIVE TO VARIOUS BOARDS  
AND COMMISSIONS:

It was moved by Mr. Ward, seconded by Mr. Jordan to appoint the following to the following boards and commissions:

- Regional Planning - All 3 Commissioners
- Regional Planning Executive Committee - Jim Ward
- Regional Planning Alternate-Dave Cannon
- Records Commission –Glenn Evans
- Investment Committee – Kris Jordan & Glenn Evans
- Job and Family Services (Children’s Services Sub-Committee) – Jim Ward
- Job and Family Services (WIB Sub-Committee) – Glenn Evans
- One Stop Employment–Glenn Evans
- WIB Youth Council –Kris Jordan
- Delaware-Knox-Marion-Morrow County WIB- All 3 Commissioners
- 7<sup>th</sup> Area Board- Glenn Evans
- Family and Children's First Council –Jim Ward
- Central Ohio Youth Center (Joint Detention Center) -Jim Ward
- DKMM Solid Waste District - All 3 Commissioners
- DKMM Solid Waste Dis trict Executive Committee – Jim Ward
- DKMM Policy Board – Kris Jordan
- DKMM Budget Committee – Glenn Evans
- EMA/LEPC – Jim Ward
- Correction Planning – Jim Ward
- CIC (Community Improvement Corporation) - All 3 Commissioners
- Standing Technical Committee - Jim Ward
- Data Processing Board – Kris Jordan
- Council for Older Adults –Glenn Evans
- Chamber of Commerce- Dave Cannon
- Heart of Ohio Resource Conservation and Development– Kris Jordan (Alternate Dave Cannon)
- Railroad Task Force-Kris Jordan
- CCAO Consortium-Glenn Evans

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

RESOLUTION NO. 07-65

IN THE MATTER OF APPROVING PLAT FOR THE OAKS SECTION 2:

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

The Oaks Section 2

Situated In The State Of Ohio, County Of Delaware, Township Of Concord, Lying In Virginia Military District Survey 2897, Being 7.004 Acres Out Of The Original 34.765 Acre Tract Conveyed To The Oaks Real Estate Development, Llc, By Official Record 548, Page 2444, Records Of The Recorder’s Offices Of Delaware County, Ohio. Cost \$18.00.

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

RESOLUTION NO. 07 -66

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

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

Permit #	Applicant	Location	Type of Work
U07002	MCI Metro Access	Hyatts Road	Install fiber optic cable
U07003	MCI Metro Access	Peachblow Road	Install fiber optic cable
U07004	MCI Metro Access	Old State Road	Install fiber optic cable
U07006	American Electric Power	Trenton Road	Push bore conduits

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

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RESOLUTION NO. 07-67

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS AS LISTED:

It was moved by Mr. Ward, seconded by Mr. Jordan 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	Infants	Toddlers	Preschool	School
Patricia Jones 332 Eastwood Ave. Delaware, Ohio 43015	\$99.06 Full \$64.62 Part \$ 3.82 Hourly	\$93.39 Full \$61.97 Part \$ 3.66 Hourly	\$89.09 Full \$57.71 Part \$ 3.47 Hourly	\$78.72 Full \$53.12 Part \$ 2.53 Hourly
Paula Smith 3376 Groll Road Waldo, Ohio 43356	\$114.00 Full \$ 76.00 Part \$ 2.75 Hourly	\$112.00 Full \$ 75.00 Part \$ 2.50 Hourly	\$ 98.00 Full \$ 65.50 Part \$ 2.50 Hourly	\$ 90.00 Full \$ 60.00 Part \$ 2.50 Hourly
Atanya Brown 3477 Courtland Drive Lewis Center, Ohio 43035	\$132.08 Full \$ 86.16 Part \$ 5.09 Hourly	\$124.52 Full \$ 82.62 Part \$ 4.88 Hourly	\$118.78 Full \$ 76.94 Part \$ 4.63 Hourly	\$ 104.96 Full \$ 70.82 Part \$ 3.37 Hourly
Carolyn Chute 2001 Ashburn Drive Delaware, Ohio 43015	\$132.08 Full \$ 86.16 Part \$ 5.09 Hourly	\$124.52 Full \$ 82.62 Part \$ 4.88 Hourly	\$118.78 Full \$ 76.94 Part \$ 4.63 Hourly	\$ 104.96 Full \$ 70.82 Part \$ 3.37 Hourly
Dawnya Chemelle Coleman 56 High Street Delaware, Ohio 43015	\$132.08 Full \$ 86.16 Part \$ 5.09 Hourly	\$124.52 Full \$ 82.62 Part \$ 4.88 Hourly	\$118.78 Full \$ 76.94 Part \$ 4.63 Hourly	\$ 104.96 Full \$ 70.82 Part \$ 3.37 Hourly
Kathleen Imhoff 2986 Laurel Wind Blvd Lewis Center, Ohio 43035	\$132.08 Full \$ 86.16 Part \$ 5.09 Hourly	\$124.52 Full \$ 82.62 Part \$ 4.88 Hourly	\$118.78 Full \$ 76.94 Part \$ 4.63 Hourly	\$ 104.96 Full \$ 70.82 Part \$ 3.37 Hourly
Nancy Lucas 6488 Liberty Road Delaware, Ohio 43015	\$132.08 Full \$ 86.16 Part \$ 5.09 Hourly	\$124.52 Full \$ 82.62 Part \$ 4.88 Hourly	\$118.78 Full \$ 76.94 Part \$ 4.63 Hourly	\$ 104.96 Full \$ 70.82 Part \$ 3.37 Hourly
Donna Teegarden 13012 Centerburg Road Sunbury, Ohio 43074	\$132.08 Full \$ 86.16 Part \$ 5.09 Hourly	\$124.52 Full \$ 82.62 Part \$ 4.88 Hourly	\$118.78 Full \$ 76.94 Part \$ 4.63 Hourly	\$ 104.96 Full \$ 70.82 Part \$ 3.37 Hourly
Kimberly Vandyke 1211 E. Rivercrest Drive Delaware, Ohio 43015	\$132.08 Full \$ 86.16 Part \$ 5.09 Hourly	\$124.52 Full \$ 82.62 Part \$ 4.88 Hourly	\$118.78 Full \$ 76.94 Part \$ 4.63 Hourly	\$ 104.96 Full \$ 70.82 Part \$ 3.37 Hourly
Samantha Ortiz 58 Village Gate Blvd. Delaware, Ohio 43015	\$132.08 Full \$ 86.16 Part \$ 5.09 Hourly	\$124.52 Full \$ 82.62 Part \$ 4.88 Hourly	\$118.78 Full \$ 76.94 Part \$ 4.63 Hourly	\$ 104.96 Full \$ 70.82 Part \$ 3.37 Hourly
Wanda Gains 7628 Kelvin Way Worthington, Ohio 43085	\$132.08 Full \$ 86.16 Part \$ 5.09 Hourly	\$124.52 Full \$ 82.62 Part \$ 4.88 Hourly	\$118.78 Full \$ 76.94 Part \$ 4.63 Hourly	\$ 104.96 Full \$ 70.82 Part \$ 3.37 Hourly
Sandra McConnell	\$132.08 Full	\$124.52 Full	\$118.78 Full	\$ 104.96 Full

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15680 Lewis Center Road Sunbury, Ohio 43074	\$ 86.16 Part \$ 5.09 Hourly	\$ 82.62 Part \$ 4.88 Hourly	\$ 76.94 Part \$ 4.63 Hourly	\$ 70.82 Part \$ 3.37 Hourly
Christina Weymouth 131 Blue Spruce Ct. Delaware, Ohio 43015	\$132.08 Full \$ 86.16 Part \$ 5.09 Hourly	\$124.52 Full \$ 82.62 Part \$ 4.88 Hourly	\$118.78 Full \$ 76.94 Part \$ 4.63 Hourly	\$ 104.96 Full \$ 70.82 Part \$ 3.37 Hourly
Marchelle Jackson 7653 Crossing Place Lewis Center, Ohio 43035	\$132.08 Full \$ 86.16 Part \$ 5.09 Hourly	\$124.52 Full \$ 82.62 Part \$ 4.88 Hourly	\$118.78 Full \$ 76.94 Part \$ 4.63 Hourly	\$ 104.96 Full \$ 70.82 Part \$ 3.37 Hourly
Kathy Mckee 3200 Pelden Ct. Columbus, Ohio 43231	\$132.08 Full \$ 86.16 Part \$ 5.09 Hourly	\$124.52 Full \$ 82.62 Part \$ 4.88 Hourly	\$118.78 Full \$ 76.94 Part \$ 4.63 Hourly	\$ 104.96 Full \$ 70.82 Part \$ 3.37 Hourly
Kerry Santa 5798 Genoa Farms Blvd Westerville, Ohio 43082	\$132.08 Full \$ 86.16 Part \$ 5.09 Hourly	\$124.52 Full \$ 82.62 Part \$ 4.88 Hourly	\$118.78 Full \$ 76.94 Part \$ 4.63 Hourly	\$ 104.96 Full \$ 70.82 Part \$ 3.37 Hourly
Sue Koloff 180 North Liberty St. Delaware, Ohio 43015	\$132.08 Full \$ 86.16 Part \$ 5.09 Hourly	\$124.52 Full \$ 82.62 Part \$ 4.88 Hourly	\$118.78 Full \$ 76.94 Part \$ 4.63 Hourly	\$ 104.96 Full \$ 70.82 Part \$ 3.37 Hourly
Arleen Sunkle 1521 St RT 42 North Delaware, Ohio 43015	\$132.08 Full \$ 86.16 Part \$ 5.09 Hourly	\$124.52 Full \$ 82.62 Part \$ 4.88 Hourly	\$118.78 Full \$ 76.94 Part \$ 4.63 Hourly	\$ 104.96 Full \$ 70.82 Part \$ 3.37 Hourly
Yvette Bradley 788 Odevene Way Delaware, Ohio 43015	\$132.08 Full \$ 86.16 Part \$ 5.09 Hourly	\$124.52 Full \$ 82.62 Part \$ 4.88 Hourly	\$118.78 Full \$ 76.94 Part \$ 4.63 Hourly	\$ 104.96 Full \$ 70.82 Part \$ 3.37 Hourly

Child Care Provider		Full	Part Time	Hourly
Kindercare Learning Center # 0879 2001 Hard Road Columbus, Ohio 43235	Infant Toddler Preschool Schoolage Before & After Before or After	\$169.90 \$149.42 \$133.89 \$102.38 \$ 99.00 \$ 71.99	\$134.21 \$108.70 \$ 94.80 \$ 71.99 \$ 71.99 \$ 71.99	\$ 8.76 \$ 6.39 \$ 5.84 \$ 5.39 \$ 5.39 \$ 5.39
Childtime Learning Ctr. 6660 Doubletree Columbus, Ohio 43229	Infant Toddler Preschool Schoolage Before & After	\$165.00 \$149.42 \$131.00 \$102.38 \$ 95.00	\$134.21 \$108.70 \$ 94.80 \$ 71.99 \$ 71.99	\$ 8.76 \$ 6.39 \$ 5.84 \$ 5.39 \$ 5.39
Life Point Christian Preschool 4701 US Rt 23 North Delaware, Ohio 430015	Infant Toddler Pre-K Pre-K Only Schoolage Before & After	\$169.90 \$149.42 \$130.00 \$ 45.00 \$100.00 \$ 70.00	\$134.21 \$108.70 \$ 94.80 \$ 45.00 \$ 70.00 \$ 35.00	\$ 8.76 \$ 6.39 \$ 5.84 \$ 5.84 \$ 5.39 \$ 5.39
LaPetite Academy 909 Polaris Parkway Columbus, Ohio 43240	Infant Toddler Preschool Schoolage Before &/or After	\$169.90 \$149.42 \$133.89 \$102.38 \$ 71.99	\$134.21 \$108.70 \$ 94.80 \$ 71.99 \$ 71.99	\$ 8.76 \$ 6.39 \$ 5.84 \$ 5.39 \$ 5.39
Kindercare #1487 77 Caren Ave. Worthington, Ohio 43085	Infant Toddler Preschool Schoolage Before &After Before or After	\$169.90 \$149.42 \$133.89 \$102.38 \$ 99.00 \$ 77.00	\$134.21 \$108.70 \$ 94.80 \$ 71.99 \$ 71.99 \$ 70.00	\$ 8.76 \$ 6.39 \$ 5.84 \$ 5.39 \$ 5.39 \$ 5.39
Enchanted Care Learning Center 7810 Graphics Way	Infant Toddler	\$169.90 \$149.42	\$134.21 \$108.70	\$ 8.76 \$ 6.39

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Lewis Center, Ohio 43035	Preschool	\$133.89	\$ 94.80	\$ 5.84
	School Age	\$102.38	\$ 71.99	\$ 5.39
Children’s World Learning 600 Worthington, Woods Blvd Worthington, Ohio 43085	Infant	\$178.40	\$140.93	\$ 9.20
	Toddler	\$156.89	\$114.14	\$ 6.71
	Pre-K	\$140.59	\$ 99.54	\$ 6.13
	Schoolage	\$107.50	\$ 75.59	\$ 5.66
	Before & After	\$107.10	\$ 75.59	\$ 5.66
	Before Or After	\$ 90.30	\$ 75.59	\$ 5.66
Learning Center of Sunbury 505 Commerce Drive Sunbury, Ohio 43074	Infant	\$169.90	\$134.21	\$ 8.76
	Toddler	\$149.42	\$108.70	\$ 6.39
	Pre-K	\$133.89	\$ 94.80	\$ 5.84
	Kindergarten	\$102.38	\$ 71.99	\$ 5.39
	Schoolage	\$ 85.00	\$ 71.99	\$ 5.39
Child Care Unlimited 100 W. Cherry Street Sunbury, Ohio 43074	Infant	\$165.00	\$134.21	\$ 8.76
	Toddler	\$149.42	\$108.70	\$ 6.39
	Preschool	\$133.89	\$ 94.80	\$ 5.84
	Schoolage/Summer	\$102.38	\$ 71.99	\$ 5.39
	Before	\$ 35.00	\$ 25.00	\$ 5.39
	After	\$ 50.00	\$ 40.00	\$ 5.39
	Before & After	\$ 71.99	\$ 71.99	\$ 5.39
Amerikid Day Care 180 Fairfax Road Marion, Ohio 43302	Infant	\$136.25	\$96.25	\$ 5.74
	Toddler	\$123.00	\$89.04	\$ 5.00
	Preschool	\$108.00	\$72.00	\$ 4.30
	School Age	\$100.00	\$67.00	\$ 4.00
Child Care Unlimited 650 W. Coshocton Street Johnstown, Ohio 43031	Infant	\$169.90	\$134.21	\$ 8.76
	Toddler	\$149.42	\$108.70	\$ 6.39
	Preschool	\$133.89	\$ 94.80	\$ 5.84
	Schoolage	\$100.00	\$ 71.99	\$ 5.39
	Before & After	\$ 65.00	\$ 40.00	\$ 5.39
	Before	\$ 30.00	\$ 20.00	\$ 5.39
	After	\$ 40.00	\$ 25.00	\$ 5.39
Smokey Row Children’s Center 8615 Smokey Row Road Powell, Ohio 43065	Infant	\$178.40	\$140.93	\$ 9.20
	Toddler	\$156.89	\$114.14	\$ 6.71
	Pre-K And Summer Camp	\$140.59	\$ 99.54	\$ 6.13
	Schoolage	\$107.50	\$ 75.59	\$ 5.66
	After	\$ 71.40	\$ 71.40	\$ 5.66

(A Copy of each of these contacts is available in the Commissioners’ Office until no longer of Administrative Value).

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

RESOLUTION NO. 07-68

IN THE MATTER OF AMENDING THE CHILD CARE SERVICES CONTRACT BETWEEN THE  
DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY  
COMMISSIONERS AND CHILD CARE PROVIDER BRIANNA KINNIARD:

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

Brianna Kinniard

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

This amendment, effective November 28<sup>th</sup>, 2006, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Brianna Kinniard entered into on the 1st day of July 2005.

Article 4. Cost and Delivery of Purchased Services:

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(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$30,000 to \$33,000.

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

**RESOLUTION NO. 07-69**

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

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

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

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

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

Delaware County  
Online Surplus Property Disposition  
General Guidelines

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

1. The Delaware County Board of Commissioners has determined that surplus personal property including motor vehicles acquired for the use of County Officers and departments, and road machinery, equipment, tools, or supplies, which is not needed for the public use, or is obsolete or unfit for the use it was acquired is appropriate to be sold by Internet auction.
3. The auctions shall be conducted on a continuous basis through accessing the Delaware County surplus property through the Delaware County website located at [www.co.delaware.oh.us](http://www.co.delaware.oh.us).
4. The surplus property will be posted for a period of no less than 15 days, including Saturdays, Sundays, and legal holidays, but such time may be extended at the discretion of the Board or its representative in order to maximize the financial return to the County.
5. The Board or its representative on an item-by-item basis may determine minimum price or reserve price and the terms or conditions of sale, including but not limited to requirements for pickup and/or delivery, method of payment, and payment of sales tax in accordance with applicable laws for that item. Such information shall be available on the website.
6. The highest bid for the surplus property will prevail. However Delaware County reserves the right for its representative to withdraw the offer or cancel bids in an auction if one or more of the following circumstances apply:
  - a. It is determined that an auction shall be canceled or terminated early,
  - b. A bidder requests permission to back out of a bid,
  - c. The identity of the bidder cannot be verified, or
  - d. It is determined that a bidder is purchasing the surplus for a use contrary to the health and welfare of Delaware County or its citizens.
7. The Board of Commissioners has contracted with GovDeals, Inc. to provide the software necessary for completing the Internet auction.
8. The Board will advertise in a newspaper of general circulation after adoption of any resolution of its intent to sell surplus property by internet auction and will post a second notice 15 days after the publication of such first notice in the same newspaper of general circulation.
9. The County will also post a notice of such Internet auction in a conspicuous place and on a continuous basis and in the offices of the Board of County Commissioners and the County Auditor.
10. A notice will appear continuously on the County’s website that surplus property is available through Internet auction.

**Online Sales – Terms and Conditions**

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

**Guaranty Waiver.** All property is offered for sale “AS IS, WHERE IS.” Board of County Commissioners of Delaware County, Ohio (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied,

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as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect, or consequential.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**RESOLUTION NO. 07-70**

**IN THE MATTER OF TRANSFERRING EXCESS PROPERTY TO THE BOARD OF COUNTY COMMISSIONERS, OF MEIGS COUNTY, STATE OF OHIO:**

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

WHEREAS,                      Delaware County has personal property not needed for public use, or is obsolete or unfit for use which it was acquired; and

WHEREAS,                      Delaware County may transfer such property to any political subdivision of the state in accordance to the Ohio Revised Code, Section 307.12(D).

NOW THEREFORE BE IT by the Board of County Commissioners, Delaware County, State of Ohio, transfer the excess property consisting of two 2003 Ford Crown Vic Police Interceptor vin numbers 2FAFP71W33X125684 and 2FAHP71W43X186602 to the Board of County Commissioners, Meigs County, State of Ohio.

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

**RESOLUTION NO. 07-71**

**IN THE MATTER OF APPROVING THE SUBGRANT AWARD AGREEMENT FOR THE DAY REPORTING GRANT:**

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

SubGrant #	2006-JG-C01-6270		
Source:	Ohio Office of Criminal Justice Services		
Subgrantee:	Delaware County Commissioners		
Implementing Agency	Delaware County Adult Court Services		
Award Period:	1/1/2007 to 12/31/07		
Closeout Deadline	03/01/2008		
Award Amount:	JAG Funds	\$37,500.00	75.00%
	Cash Match	\$12,500.00	25.00%
	Inkind Match	\$ 0.00	0%
	Project Total	\$50,000.00	100.00%

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

**RESOLUTION NO. 07-72**

**IN THE MATTER OF APPROVING A CONTRACT WITH ENVIRONMENTAL COMFORT, LLC, TO PROVIDE ANNUAL MAINTENANCE FOR THE EMERGENCY UNINTERRUPTED POWER SOURCE (UPS) SYSTEM FOR THE COMMUNICATIONS CENTER:**

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

WHEREAS, it is necessary for emergency power to be maintained at all times to ensure our ability to dispatch emergency responders throughout Delaware County, and

WHEREAS, a maintenance contract provides the most cost effective method for maintenance of the Uninterrupted Power Source (UPS) equipment, and

WHEREAS, the existing contract with Environmental Comfort, LLC allows for annual renewal and the service provided has been commendable;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County approve

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this contract with Environmental Comfort, LLC to provide maintenance service for the UPS system for the period 1 February 2007 through 31 January 2008 at a cost of \$7,715.00.

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

RESOLUTION NO. 07-73

IN THE MATTER OF REAPPOINTING A 9-1-1 PLANNING COMMITTEE FOR THE PURPOSE OF  
APPROVING A WIRELESS ADDENDUM TO THE EXISTING DELAWARE COUNTYWIDE 9-1-1 PLAN:

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

WHEREAS, the Delaware County Board of Commissioners appointed a 9-1-1 Planning Committee on June 5, 2006 (Resolution 06-717) to addend the existing countywide 9-1-1 Plan for the purpose of conducting E9-1-1 wireless operations, and;

WHEREAS, the Planning Committee was unable to complete its work prior to the 6 month statutory time limitation in accordance with Ohio Revised Code §4931.45, and;

WHEREAS, an addendum for E9-1-1 wireless operations must be approved prior to receiving any cost recovery funds allowed by HB361 and HB9;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners appoint a Planning Committee consisting of the President or Presiding Officer of the Board of Commissioners to serve as Chair, the Chief Executive Officer or appointed representative of the most populous municipality, and a member of the Board of Trustees of the most populous township as selected by that Board; and establish an initial meeting time and date of 1:00 p.m. on 13 February, 2007.

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

RESOLUTION NO. 07-74

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Alan Hankins is transferring from an Employee with the Sanitary Engineer’s Department to the Engineer’s Office; effective January 22, 2007.

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

RESOLUTION NO. 07-75

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR POLARIS SELF  
STORAGE:

It was moved by Mr. Jordan, seconded by Mr. Ward to accept the following Sanitary Subdivider’s Agreement:

Polaris Self Storage

SUBDIVIDER'S AGREEMENT  
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 16<sup>th</sup> day of January 2007, by and between **P.D. PAYKOFF INVESTMENTS LLC**, SUBDIVIDER, as evidenced by the **POLARIS SELF STORAGE** Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS** of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (**\$22,000**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements. The bond, certified check, irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY at the completion of construction.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a

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consequence of any action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the SUBDIVIDER, when in the opinion of the COUNTY, his performance is deemed inadequate.

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

**SANITARY SEWER CONSTRUCTION**

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of **\$2650**, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall subtract from the above sum an amount equal to three and one-half percent (3½%) of the construction cost of the IMPROVEMENTS for plan review. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$75.00  
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted, the SUBDIVIDER shall make an additional deposits to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover a re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION:**

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.
- (2) an itemized statement showing the cost of IMPROVEMENTS
- (3) a waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

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

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provisions, and requirements of this AGREEMENT.

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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

**RESOLUTION NO. 07-76**

**IN THE MATTER OF APPROVING AN AGREEMENT BY AND BETWEEN SANTEK ENVIRONMENTAL OF OHIO, LLC AND THE COUNTY OF DELAWARE FOR SEWAGE SLUDGE DISPOSAL:**

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

**DISPOSAL AGREEMENT**

THIS AGREEMENT, dated as of the 16<sup>th</sup> day of January, 2007, is by and between SANTEK ENVIRONMENTAL OF OHIO, LLC ("Santek") and THE COUNTY OF DELAWARE (Delaware).

**RECITALS:**

WHEREAS, Santek presently operates the Crawford County Landfill (the "Landfill"), located on Lincoln Highway in Bucyrus, Ohio, and

WHEREAS, Delaware desires to dispose of nonhazardous Solid Waste at the Landfill, and

WHEREAS, Santek is willing to accept disposal of such materials at the Landfill upon the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, covenants, obligations and benefits of this Agreement, the parties hereto, intending to be legally bound, do hereby contract and agree as follows:

**1)**

**WORK TO BE PERFORMED**

a) General. During the term of this Agreement, Delaware hereby engages Santek to dispose of and commits to delivering for disposal, and Santek hereby agrees to accept for disposal, all waste produced or collected by Delaware, which consists of nonhazardous, solid waste materials, classified as Inert Solid Waste or Municipal Solid Waste by the Ohio Environmental Protection Agency ("OEPA"), subject to the terms and conditions contained herein. Delaware represents to Santek that such Solid Waste will comply with all requirements of federal, state and local laws for such materials to be classified as nonhazardous, solid waste materials. Special Waste, as per OEPA definitions, are to be disposed of by OEPA rules and regulations with regards to the Landfill; provided, that Santek reserves the right to refuse to accept any Special Waste. Without limiting the above representations, Delaware represents that the Solid Waste shall not consist of any container tanks, liquids, asbestos, or hazardous waste materials regulated as "hazardous waste" under Subtitle C of the Resource Conservation and Recovery Act (RCRA) or OEPA hazardous waste regulations.

b) Quantities. From the commencement of this contract through December of 2007, Delaware shall deliver filter cake produced by the Delaware waste water treatment plant. The quantity of any Solid Waste to be disposed of at the Landfill shall be confirmed by weight tickets obtained from the scale at the Landfill and may be audited, at reasonable times and upon reasonable notice, by Delaware.

c) Delivery. Delaware shall be responsible for transporting and delivering the Solid Waste to Santek's scale at the Landfill. Santek shall be responsible for disposing of the Solid Waste at the Landfill.

Section 1.4 Title to Solid Waste. Santek shall have the right to inspect all Solid Waste and the right to reject and return to Delaware at Delaware's expense, all Solid Waste that does not conform to the requirements of this Agreement. Title to and all risks and responsibilities of generation and ownership of the Solid Waste delivered and disposed of hereunder shall always remain with Delaware, regardless of Santek's acceptance thereof and the disposal of such material in the Landfill.

Section 1.5 Disposal. All Solid Waste will be disposed of at the Landfill by means selected at the sole discretion of Santek, provided such means comply with applicable local, state and federal laws governing the disposal of same.

Section 1.6 Right of Inspection. Delaware agrees and grants that Santek has the authority to inspect any vehicle, load or volume of waste brought to landfill for violations of federal, state or local laws, statutes, ordinances, rules, regulations, permit conditions, etc., and Santek shall at its sole discretion, reject any load which Santek determines to be a potential violation to a federal, state or local law, statute, ordinance, rule, regulation or permit conditions. It shall be the responsibility of the Delaware to manage the rejected load in a

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prudent and legal manner.

Section 1.7 Hazardous and Infectious Waste. The parties hereto agree that Santek is not licensed, permitted or intended for the disposition of hazardous or infectious wastes. Delaware covenants and warrants that it will not deliver to Santek any hazardous, infectious or other regulated wastes or any substances prohibited from disposition in sanitary landfills by federal or state law, rule or regulation. The covenants and warranties of this Section shall survive the termination of this Agreement. Delaware also covenants and warrants that it will not deliver to the landfill any barrels, drums, containers, vessels, etc. unless both ends have been removed, crushed and triple rinsed.

**2)  
COMPENSATION**

a) Fees – Solid Waste. Delaware agrees to pay Santek for filter cake wastes generated in Delaware County, Nine Dollars & Fifty Cents (\$9.50) per ton (the "Fee"). This Fee excludes all local, district and state surcharges. All surcharges will be added to the Fee.

b) Rate Increases. The Fee established in Section 2.1 hereof will not be adjusted during the term of this Agreement, except that (a) Delaware will reimburse the Landfill for its proportionate share of any expenditures required by federal, state or local law, regulation, rule, ordinance, order, permit or permit condition that becomes effective after the date of this Agreement, and/or (b) Delaware shall adjust the Fee, as of each anniversary of the Commencement Date to reflect increases, if any, since the Commencement Date, in the Consumer Price Index (new series)(the "United States City Average All Items For All Urban Consumers CPI-U, 1982-84=100"), as issued by the Bureau of Labor Statistics of the United States Department of Labor (the "Price Index").

The adjusted rate shall be established for the year following each anniversary of the Commencement Date by multiplying each component of the Fee by a fraction, the numerator of which is the Price Index for the last full calendar month preceding the most recent anniversary date, and the denominator of which is the Price Index for the last full calendar month preceding the Commencement Date.

If publication of the Price Index is subsequently discontinued, the parties shall thereafter accept comparable statistics on the cost of living for the United States as they shall be computed and published by an agency of the United States or by a responsible financial periodical of recognized authority then to be selected by the parties. In this event, or in the event that the Price Index is no longer published annually for the last full calendar month preceding the Commencement Date, there shall be made in the method of computation herein provided such revisions as the circumstances may require to carry out the intent of this paragraph, 2.2.

c) Transportation Costs. All transportation costs to deliver the Solid Waste to the Landfill shall be borne by Delaware.

d) Payment. Delaware shall pay Santek all undisputed amounts arising under this Agreement in good funds within thirty (30) days from the date of invoice from Santek.

e) Late Payments. In the event any payments required to be made by Delaware hereunder are not paid when due, a late payment of 1.5% per month on all unpaid balances shall be due and payable.

**3)  
OPERATIONAL REQUIREMENTS**

a) Hours of Operation. Subject to any restrictions allowed or imposed on Santek under the Landfill Operating Agreement with Crawford County, as amended from time to time, Santek agrees to maintain the hours of operation of waste hauling truck traffic to and from the Landfill to the hours between 7:30 AM and 4:00 PM, Monday through Friday and 8:00 AM and 12:00 Noon on Saturday, except for the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. Saturday hours during the winter months (December through March) will be 8:00AM to 10:00AM.

**4)  
TERM AND TERMINATION**

a) Term. This Agreement shall commence on January 1, 2007. The initial term of this Agreement shall be from the commencement of this Agreement through December 31, 2007.

b) Termination. Either party shall have the right to terminate this Agreement upon thirty (30) days prior written notice to the other party in the event of a material breach by such other party. In the event such breach has not been cured within such 30-day period, all rights and obligations hereunder shall terminate, except the payment obligations under Section 2.1 that are then outstanding and except as otherwise provided by this Agreement. In addition, this Agreement shall be subject to cancellation in the event that the Landfill is closed by any regulatory authority having jurisdiction over the Landfill.

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**5)  
INSURANCE**

a) Insurance Requirements. During the term of this Agreement, Santek shall secure and maintain at its expense, the following insurance with limits as specified:

- i) Comprehensive general liability insurance, including broad form contractual liability coverage, with a combined single limit of not less than \$2,000,000.
- ii) Automobile liability insurance, including coverage for owned, non-owned and hired vehicles, with a combined single limit of not less than \$500,000.
- iii) Worker's compensation coverage in the amount of state and federal statutory requirements and employers liability with a limit of not less than \$500,000.

b) Evidence of Insurance. Prior to the commencement of any work under this Agreement, Santek shall furnish to Delaware certificates of insurance, other evidence of the insurance coverage required by this Section in a form satisfactory to Delaware, which attest that Santek's insurance meets these requirements.

c) Notice of Changes, Substitution or Cancellation of Policies. Santek will notify Delaware in writing within thirty (30) days of any substitution, cancellation, or material change in its insurance coverage.

**6)  
INDEMNIFICATION**

a) Santek Indemnity. Santek agrees to protect, indemnify, defend, and hold Delaware and its present and future officers, directors, employees and agents harmless from and against any loss, damage, or expense by reasons of suits, claims, demands, judgments, and causes of action for personal injury, death, or property damage or other liabilities of any kind or nature whatsoever ("Losses") arising out of or in connection with Santek's gross negligence or willful misconduct in the performance of the disposal services in accordance with this Agreement. This indemnity shall survive termination of this Agreement.

**7)  
MISCELLANEOUS PROVISIONS**

a) Independent Contractor. Santek is and shall perform this Agreement as an independent contractor, and as such, shall have and maintain complete control over all of its employees, agents, and operations. Neither Santek nor anyone employed by Santek shall be, represent, act, purport to act or be deemed to be the agent, representative, employee or servant of Delaware.

b) Force Majeure. "Force Majeure" shall mean acts of God, war, riot, explosion, sabotage, fires caused by an unrelated third party, floods, earthquakes, epidemics and quarantine restrictions, labor strikes, suppliers' or vendors' strikes, freight embargos, severe weather conditions, legislative action, regulatory action or inaction, unavoidable breakage or accidents to machinery, equipment or plants, and any other events that, whether similar to those enumerated or otherwise, are not reasonably within the control of the party affected. In the event either party is rendered unable, wholly or in part, by Force Majeure to carry out any of its obligations under this Agreement, then the obligations of such party, to the extent affected by such Force Majeure and to the extent that due diligence is being used to resume performance at the earliest practical time, shall be suspended during the continuance of any inability so caused to the extent provided but for no longer period, provided that Force Majeure shall not suspend the payment obligations under Section 2.1. Any time that a party intends to rely upon Force Majeure to suspend obligations as provided in this Section 2.1, such party shall notify the other party as soon as reasonably possible, setting forth the particulars of this situation. Notice shall again be given when the effect of the Force Majeure event has ceased.

c) Addresses and Notices. Unless otherwise provided in this Agreement, any communication, request, reply, advice or other notice herein provided or permitted to be given, made or accepted by either party to the other must be in writing and may be given or be served by depositing the same with the United States Postal Service postpaid and registered or certified and addressed to the party to be notified, with return receipt requested, or by delivering the same to an officer or official of such party, or by prepaid telegram, addressed to the party to be notified. For purposes of notice, the addresses of the parties shall, until changed as hereinafter provided, be:

If to Santek:

Santek Environmental, Inc.  
650 25th Street, NW, Suite 100  
Cleveland, TN 37311  
Att'n: Edward A. Caylor

With Copy To:

Bass, Berry & Sims

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2700 First American Center  
Nashville, TN 37238-2700  
Attn: Mr. Scott Thomas

If to Delaware County:

Regional Sewer District  
Sanitary Engineering Department  
Attn: Mr. Chad Antle  
50 Channing St. (South Wing)  
Delaware, OH 43015

The parties may at any time change their respective address and shall give at least fifteen (15) days written notice to the other party.

d) Severability. The provisions of this Agreement are severable, and if any word, phrase, clause, sentence, paragraph, section or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court or regulatory authority of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such work, phrase, clause, sentence, paragraph, section or other part of this Agreement to other persons or circumstances shall not be affected thereby, unless in the mutual opinion of Santek and Delaware County the purposes of the Agreement are frustrated.

e) Binding Effect. Each party represents and warrants to the other that this Agreement is binding upon and enforceable against such party and its permitted successors and assigns.

f) Assignability. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement shall not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld.

g) Controlling Law. The validity, interpretation and performance of this Agreement shall be governed and construed 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.

h) Modification of Agreement. The provisions of this Agreement shall be modified only by written agreement duly executed by both parties.

i) Entire Agreement. This Agreement shall constitute the entire agreement between the parties with respect to the matters contained herein and merges and supersedes prior agreements, commitments, representations, writings and discussions between them. In the event the terms and conditions of any purchase order conflict with this Agreement, the terms and conditions of this Agreement shall control, unless specifically provided otherwise in the purchase order.

Section 7.10 Findings for Recovery. Santek certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

Section 7.11 Homeland Security. Santek certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. 2909.33, Santek agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and “No” being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.

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

**RESOLUTION NO. 07-77**

**IN THE MATTER OF RE-APPOINTING GEORGE KAITSA AS THE DELAWARE BOARD OF COUNTY COMMISSIONERS' REPRESENTATIVE TO THE DELAWARE COUNTY PORT AUTHORITY:**

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

Whereas,                      The Board of Commissioners of Delaware County is responsible to make appointments from the public to various boards, councils and committees, and

Whereas,                      the Board of Commissioners of Delaware County shall re-appoint an individual to the Delaware County Port Authority term beginning January 1, 2007, and ending December 31, 2010, and

Therefore, be it resolved that the Board of Commissioners at Delaware County, State of Ohio, re-appoint George Kaitsa to the Delaware County Port Authority.

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

RESOLUTION NO. 07-78

IN THE MATTER OF APPOINTING ADAM HANSBERRY AS THE DELAWARE BOARD OF COUNTY COMMISSIONERS' REPRESENTATIVE TO THE DELAWARE COUNTY DISTRICT LIBRARY BOARD:

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

Whereas,            The Board of Commissioners of Delaware County is responsible to make appointments from the public to various boards, councils and committees, and

Whereas,            the Board of Commissioners of Delaware County shall appoint an individual to the Delaware County District Library Board to complete a seven year term beginning January 1, 2007, and ending December 31, 2014, and;

Therefore, be it resolved that the Board of Commissioners at Delaware County, State of Ohio, appoint Adam Hansberry to the Delaware County District Library Board.

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

RESOLUTION NO. 07-79

IN THE MATTER OF APPOINTING GLENN EVANS, MONA REILLY AND JOHN BERNER AS THE DELAWARE BOARD OF COUNTY COMMISSIONERS' REPRESENTATIVES TO THE COMMUNITY ACTION ORGANIZATION OF DELAWARE, MADISON AND UNION COUNTIES:

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

Whereas, The Board of Commissioners of Delaware County is responsible to make appointments from the public to various boards, councils and committees, and

Whereas, the Board of Commissioners of Delaware County shall appoint individual(s) to the Community Action Organization of Delaware, Madison, and Union Counties. Glenn Evans term effective, January 1, 2005 and ending January 2, 2009. Mona Reilly's term effective February 1, 2006 and ending January 1, 2009. John Berner's term effective Feb 1, 2006, ending September 1, 2009, and;

Therefore, be it resolved that the Board of Commissioners at Delaware County, State of Ohio, appoint Glenn Evans, Mona Reilly and John Brener to the Community Action Organization of Delaware, Madison, and Union Counties.

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

RESOLUTION NO. 07-80

SETTING DATE AND TIME FOR DELAWARE COUNTY'S FY 2007 CDBG AND RLF PROGRAMS PUBLIC HEARING # 1:

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

Whereas, a public hearing will be held on **Monday, January 29, 2007 at 7:30 PM** in the County Commissioners Office located at 101 North Sandusky Street in Delaware, Ohio. This hearing is needed to consider the application for the FY 2007 CDBG Program.

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

DALE WILGUS, TREASURER, INVESTMENT COMMITTEE MEETING

RESOLUTION NO. 07-81

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

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn into Executive Session at 9:40AM.

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

RESOLUTION NO. 07-82

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IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mr. Jordan to adjourn out of Executive Session at 10:18AM.

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

There being no further business the meeting adjourned.

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

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Kristopher W. Jordan

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

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