

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 19, 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

Mr. Ward paid tribute to Ms Shari Miller, a Buckeye Valley Local School Bus Driver who addressed a situation that showed her Responsible and Caring Actions to Maintain and Ensure Safe Transport of Students to and from school

RESOLUTION NO. 07-305

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE
PROCEEDINGS FROM REGULAR MEETING HELD MARCH 15, 2007 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 March 15, 2007 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 07-306

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF
WARRANTS IN BATCH NUMBERS CMAPR0316 AND MEMO TRANSFERS IN BATCH
NUMBERS MTAPR 0316:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve payment of warrants in batch numbers CMAPR0316, memo transfers in batch numbers MTAPR0316 and Purchase Orders and Vouchers as listed below:

Increases					
Kiddie Academy	Day Care	22411610-5348	\$	10,000.00	
Vouchers					
Malcolm Pirnie	Residuals Master Plant	65211905-5301	\$	4,459.60	
Malcolm Pirnie	Residuals Master Plant	65211919-5301	\$	4,459.59	
Santek	Tip Fee Sewage Sludge	65211919-5380	\$	2,561.88	
Santek	Tip Fee Sewage Sludge	65211905-5380	\$	2,561.88	
State of OH Treasurer	BCMH Crippled Children	10011102-5319	\$	7,634.93	
Todays Learning Child	Day Care	22411610-5348	\$	13,088.09	
Tyeveco	CHIP 2005/Private Rehab	23011714-5365	\$	30,000.00	
AEP	Monthly Service	65211919-5338	\$	39,112.38	
Air force One Inc.	Replacement of air Handler/9-1-1	21411306-5410	\$	19,870.00	
CEBCO	Apr. 07 Premiums & Claims	60211902-5370	\$	740,895.28	
Village of Sunbury	Kintner Pkwy 36/37 80% Consulting Group	40811416-5349	\$	30,914.22	
Vote on Motion: Mr. Evans Aye Mr. Ward Aye Mr. Jordan Aye					

RESOLUTION NO. 07 -307

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Juvenile Court is requesting that Sharon McColister and Faith Walzah attend the AFCC Conference on Children of Divorce in Washington, DC on May 30 through June 2, 2007 at a cost of \$3077.16

Administrative Services is requesting that Dawn Huston on April 4, 2007, attend a Conference on Emergency & Disaster Preparedness in Delaware, Ohio at a cost of \$20.00

Emergency Services is requesting that Chief Rob Farmer attend an Incident Response to Terrorist Bombings at the Ohio Fire Academy on March 28, 2007 at no cost.

Child Support Enforcement Agency is requesting that Susan Brown and Joyce Rhodes attend an Emergency Preparedness Training at Delaware, Ohio on April 4, 2007 at a cost of \$40.00

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Emergency Services is requesting that Sharon Creamer, Elissa Sessley and a Shift Supervisor attend the NENA/APCO Conference in Worthington on March 25-28, 2007 at a cost of \$300.00

Emergency Services is requesting that Joseph Farmer, Andrew J Sapp and Zachary Wolfe attend an EMS Instructor Conference at Wilmington, Ohio on March 26, 2007, at a cost of \$75.00

The Engineer is requesting that Les Clark, Joe Warner, Dave Butler, Josh Hall, and Randy Wilgus attend a Chainsaw Course at Columbus, on March 22, 2007 at a cost of \$750.00

The Engineer is requesting that Cathleen Paulus attend a Seminar on Electrical Hazard Recognition and abatement at Pickerington Ohio on March 20-23, 2007 at no cost.

The Engineer is requesting that Leslie Alicie and Christine Williams attend a Mistake Free Grammar Proofreading Workshop in Columbus on April 14, 2007 at a cost of \$235.00

The Engineer is requesting that Randy Wilgus, Joel Presthus, Joe Warner, Les Clark, Ray Brenner, Tony Stidam attend a Seminar on Estimating of Highway Quantities at Canefield, Ohio on May 8, 2007 at a cost of \$390.00

The Engineer is requesting that Joe Warner, Josh Hall and Dave Butler attend a Work Zone Traffic Control and Safety Seminar in Lima, Ohio on June 12, 2007 at a cost of \$165.00

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

RESOLUTION NO. 07-

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENTS FOR PRIMROSE SCHOOL FRANCHISING COMPANY :

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

THIS AGREEMENT made and entered into this 19th day of March by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**, hereinafter called the **COUNTY**, and **PRIMROSE SCHOOL FRANCHISING COMPANY**., hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled "**PRIMROSE SCHOOL AT RIVERBEND**" plan 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** shall deposit **THREE THOUSAND THREE HUNDRED SIXTY DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. Should this fund be 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**.
- 4) The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
- 5) 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.
- 6) The **SUBDIVIDER** shall perform and complete all said improvements prior to **SEPTEMBER 30, 2007**.
- 7) 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**".
- 8) 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.
- 9) 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**.
- 10) 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**.

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11) 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. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 07-309

IN THE MATTER OF APPROVING THE CONTRACT OF SALE AND PURCHASE OF VACANT LAND/IMPROVEMENTS WITH YU WEN LUNG FOR PROPERTY ON CLARK SHAW ROAD FOR SAWMILL PARKWAY:

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

CONTRACT OF SALE AND PURCHASE OF VACANT LAND/IMPROVEMENTS

WITNESSETH:; On this 19th day of March , 2007, YU WEN LUNG, whose address is 5313 Redlands Drive, Hilliard, Ohio 43026 hereinafter, collectively the SELLER, in consideration of the mutual promises, agreements, and covenants herein contained and the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, do hereby grant, remise, and sell the following described premises, hereinafter the PROPERTY, to the PURCHASER, to wit:

See Attached Exhibit A (Property Description)

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

TERMS OF PURCHASE:

1. PURCHASER promises and agrees to pay to the SELLER the total sum of One Hundred Fifteen Thousand Dollars and no cents (\$115,000.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:

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

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

- 2. Closing shall occur at a time and place agreed upon between the parties, but no later than ten days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur on or before, but no later than July 1, 2007. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
- 3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
- 4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)

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5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal option, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.

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14. If any item, condition, portion, or section of this CONTRACT or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder thereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and the CONTRACT and all the terms, conditions, provision, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
17. The subject headings of the paragraphs in the CONTRACT are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

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

RESOLUTION NO. 07-310

IN THE MATTER OF ADOPTING A RESOLUTION DECLARING A NECESSITY AND THE INTENT OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS TO APPROPRIATE PROPERTY OF JANE A. DUNHAM AT 4246 SUNBURY ROAD FOR THE PURPOSE OF ROADWAY AND CULVERT CONSTRUCTION, INSTALLATION, REPLACEMENT, REPAIR, MAINTENANCE, AND IMPROVEMENT:

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

PREAMBLE

WHEREAS, the Board of Delaware County Commissioners ("Board") deems it necessary to replace, repair, maintain, and improve the roadway and culvert at the intersection of Sunbury Road and Yankee Street in Genoa Township, Delaware County, Ohio ("Improvement"); and,

WHEREAS, the Board has determined the necessity for such Improvement and the necessity that such Improvement be made; and,

WHEREAS, the Board has determined that additional land is necessary for such Improvement.

RESOLUTION

NOW THEREFORE, BE IT RESOLVED, by the Board of Delaware County Commissioners (the "Board"):

SECTION 1:

That it is deemed necessary and it is hereby declared to be the intention of the Board to appropriate right-of-way in fee simple (Parcel 1-SH) and a temporary easement (Parcel 1-T) for roadway and culvert replacement, repair, maintenance, and improvement purposes at the intersection of Sunbury Road and Yankee Street in Genoa Township, Delaware County, Ohio on, across, above, and or under certain real estate owned by Jane A. Dunham described in Exhibit "A" attached hereto, and by this reference incorporated herein; and,

SECTION 2:

That the legal description of said right-of-way in fee simple (Parcel 1-SH) and a temporary easement (Parcel 1-T) is/are attached hereto as Exhibit "B" and by this reference incorporated herein; and,

SECTION 3:

That the County Administrator be and is hereby authorized to cause written notice of the passage of this Resolution to be given to the owner(s) and any other persons having an interest of record in the herein described property or to their authorized agents. Such notices shall be served and return made in the manner provided for the service and return of summons in civil actions. If such owner(s), persons or agents cannot be found, notice shall be given by publication once each week for three consecutive weeks in the Delaware

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Gazette; and,

SECTION 4:

That the Board directs the County Prosecuting Attorney to commence the appropriation proceedings on behalf of the Board; and,

SECTION 5:

This Resolution shall take effect and be in force immediately upon passage.

(COPIES OF EXHIBITS "A" AND "B" ARE AVAILABLE IN THE DELAWARE COUNTY ENGINEER'S DEPARTMENT.)

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

RESOLUTION NO. 07-311

IN THE MATTER OF ADOPTING A RESOLUTION DECLARING A NECESSITY AND THE INTENT OF THE DELAWARE COUNTY BOARD OF COMMISSIONERS TO APPROPRIATE PROPERTY OF LINDA K. WALLACE LOCATED AT 4226 SUNBURY ROAD FOR THE PURPOSE OF ROADWAY AND CULVERT CONSTRUCTION, INSTALLATION, REPLACEMENT , REPAIR, MAINTENANCE, AND IMPROVEMENT:

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

PREAMBLE

WHEREAS, the Board of Delaware County Commissioners ("Board") deems it necessary to replace, repair, maintain, and improve the roadway and culvert at the intersection of Sunbury Road and Yankee Street in Genoa Township, Delaware County, Ohio ("Improvement"); and,

WHEREAS, the Board has determined the necessity for such Improvement and the necessity that such Improvement be made; and,

WHEREAS, the Board has determined that additional land is necessary for such Improvement.

RESOLUTION

NOW THEREFORE, BE IT RESOLVED, by the Board of Delaware County Commissioners (the "Board"):

SECTION 1:

That it is deemed necessary and it is hereby declared to be the intention of the Board to appropriate right-of-way in fee simple (Parcel 3-SH) and a temporary easement (Parcel 3-T) for roadway and culvert replacement, repair, maintenance, and improvement purposes at the intersection of Sunbury Road and Yankee Street in Genoa Township, Delaware County, Ohio on, across, above, and or under certain real estate owned by Linda K. Wallace described in Exhibit "A" attached hereto, and by this reference incorporated herein; and,

SECTION 2:

That the legal description of said right-of-way in fee simple (Parcel 3-SH) and a temporary easement (Parcel 3-T) is/are attached hereto as Exhibit "B" and by this reference incorporated herein; and,

SECTION 3:

That the County Administrator be and is hereby authorized to cause written notice of the passage of this Resolution to be given to the owner(s) and any other persons having an interest of record in the herein described property or to their authorized agents. Such notices shall be served and return made in the manner provided for the service and return of summons in civil actions. If such owner(s), persons or agents cannot be found, notice shall be given by publication once each week for three consecutive weeks in the Delaware Gazette; and,

SECTION 4:

That the Board directs the County Prosecuting Attorney to commence the appropriation proceedings on behalf of the Board; and,

SECTION 5:

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This Resolution shall take effect and be in force immediately upon passage.

(COPIES OF EXHIBITS “A” AND “B” ARE AVAILABLE IN THE DELAWARE COUNTY ENGINEER’S DEPARTMENT.)

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

RESOLUTION NO. 07-

IN THE MATTER OF APPROVING AN AMENDMENT TO A CHILD CARE SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS, THE DEPARTMENT OF JOB AND FAMILY SERVICES AND DAWNYA CHEMELLE COLEMAN:

It was moved by , seconded by to approve the following:

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

This amendment, effective March 7, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Dawnya Chemelle Coleman entered into on the 1st day of January 2007.

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 \$4,000 to \$20,000.

This agreement signed on the 7th day of March, 2007.

Delaware County Department of Job and Family Services Dawnya Chemelle Coleman

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

RESOLUTION NO. 07-

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR THE COMMUNITY BASED CORRECTIONS GRANT:

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

Supplemental Appropriation

25422301-4521	Community Based Corrections Grant/State Revenue	\$ 40,150.00
25422301-5001	Community Based Corrections Grant/Compensation	\$11,412.00
25422301-5101	Community Based Corrections Grant/Insurance	\$ 3,540.00
25422301-5102	Community Based Corrections Grant/Workers Comp	\$ 236.22
25422301-5120	Community Based Corrections Grant/PERS	\$ 1,597.69
25422301-5131	Community Based Corrections Grant/Medicare	\$ 165.47
25422301-5201	Community Based Corrections Grant/Office Supplies	2,040.00
25422301-5238	Community Based Corrections Grant/Safety Supplies	1,287.62
25422301-5243	Community Based Corrections Grant/Drug Supplies	4,000.00
25422301-5260	Community Based Corrections Grant/Inventoried Tools	6,101.00
25422301-5301	Community Based Corrections Grant/Professional Services	960.00
25422301-5305	Community Based Corrections Grant/Training & Development	500.00
25422301-5328	Community Based Corrections Grant/Maintenance	500.00
25422301-5330	Community Based Corrections Grant/Phone	810.00
25422301-5355	Community Based Corrections Grant/Transportation	5,000.00
25422301-5340	Community Based Corrections Grant/Lab & Testing	2,000.00

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

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RESOLUTION NO. 07-314

**IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR
KILLDEER MEADOWS SOUTH CONNECTOR AND RIVER RUN :**

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

River Run

THIS AGREEMENT executed on this 19th day of March 2007, by and between RIVER RUN LLC, as evidenced by the RIVER RUN 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:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER \$70,800.00, representing the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for 24 equivalent single family residential connections. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

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 (**\$203,657.00**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees 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 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 \$24,000.00, estimated to be necessary to pay the cost of plan review and 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 to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 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

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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, "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.

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

Kildeer Meadows South Connector

THIS AGREEMENT executed on this 19th day of March 2007, by and between **HOMEWOOD CORPORATION** SUBDIVIDER, as evidenced by the **KILLDEER MEADOWS SOUTH CONNECTOR** 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 (**\$55,000**) 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 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.

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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 **\$6600**, 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, 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 Mr. Evans Mr. Ward

RESOLUTION NO. 07-315

**IN THE MATTER OF SETTING DATE AND TIME FOR PUBLIC HEARINGS TO ADDRESS
POSSIBLE AMENDMENTS TO THE BUILDING CODE OF DELAWARE COUNTY:**

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

The Board of Commissioners of Delaware County, Ohio, will hold public hearings on the proposed adoption

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of changes to The Building Code of Delaware County. The proposed changes are a result of recommendations made by the Ohio Board of Building Standards.

The hearings will be held **Monday, April 9, 2007, at 10 a.m.** and **Thursday, April 12, 2007, at 10 a.m.** in the Hearing Room of the County Commissioners, 101 North Sandusky Street, Delaware, Ohio. A copy of the proposed changes is available for review at the Office of the Board of County Commissioners, 101 North Sandusky Street, Delaware, Ohio and the Code Compliance department, 50 Channing Street, Delaware, Ohio. Interested persons may appear and voice opinion in respect to the proposed building code changes.

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

RESOLUTION 07-316

IN THE MATTER OF REQUESTING CERTIFICATION FOR THE ENFORCEMENT OF THE RESIDENTIAL CODE OF OHIO (FOR ONE, TWO AND THREE FAMILY DWELLINGS) TO EXERCISE ENFORCEMENT AUTHORITY AND ACCEPT AND APPROVE PLANS AND SPECIFICATIONS AND MAKE INSPECTIONS WITHIN THE COUNTY OF DELAWARE, OHIO:

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

WHEREAS, the Building Code of Delaware County was originally adopted in October, 1964, and most recently amended in July, 2006 in the formal adoption of the Residential Code of Ohio (Resolution #06-830); and

WHEREAS, by virtue of Ohio Revised Code 307.37 and 3781.10, the Board of Commissioners is authorized and empowered to adopt regulations pertaining to the erection, construction, repair, alteration and maintenance of all buildings within the unincorporated portion of the County and any other jurisdiction under contract with the County; and

WHEREAS, the County of Delaware, Ohio, desires to enforce the Residential Building Code of Ohio for the purpose of providing uniform standards and requirements for the erection, construction, repair, alteration and maintenance of buildings specified in section 3781.06 of the Ohio Revised Code; and

WHEREAS, the County of Delaware, Ohio, seeks to obtain the authority to enforce the provisions of the Residential Code of Ohio (For One, Two and Three Family Dwellings) through certification by the Ohio Board of Building Standards pursuant to Section 3781.10 (E) of the Ohio Revised Code;

WHEREAS, this Board has determined to request certification;

NOW THEREFORE BE IT RESOLVED, BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, STATE OF OHIO:

1. That the Board of County Commissioners of Delaware County agree to sign the Application for the Certification of a Residential Building Department – Form A and that Delaware County Code Compliance staff be directed to officially submit the application and supporting documentation to the Ohio Board of Building Standards for their formal action.
2. That the Delaware County Code Compliance department be granted residential certification by the Ohio Board of Building Standards in order to exercise enforcement authority, accept and approve plans and specifications and make inspections of One, Two and Three Family Dwellings within the County of Delaware, Ohio.

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

RESOLUTION NO. 07-317

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE CITY OF DELAWARE FOR BUILDING OFFICIAL SERVICES:

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

AGREEMENT *(revised 1/23/2007)*

THIS AGREEMENT made and entered into this 19th day of March by and between **Delaware County, Ohio**, through the Board of County Commissioners, hereinafter called “COUNTY” and **The City of Delaware**, through City Council, hereinafter called “CITY”.

WITNESSETH:

Whereas, the CITY and COUNTY are required to have a backup building official on staff or under contract as

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a part of the Ohio Board of Building Standards Certification process; and

WHEREAS, the CITY and COUNTY wish to establish an AGREEMENT with each other to provide the above requirements.

NOW, THEREFORE, CITY and COUNTY, in consideration of their mutual covenants, herein agree as follows:

SECTION 1 – SCOPE OF SERVICES

- A. The CITY and COUNTY shall provide backup building official services on an as needed basis to each other. Both the CITY and the COUNTY agree to maintain in their employment for the term of this AGREEMENT, personnel currently certified by the State of Ohio as a building official.
- B. The CITY and COUNTY shall maintain, at their own expense, all requirements of the State of Ohio for continuing education for their own employed building official.
- C. The CITY and COUNTY shall maintain, at their own expense, the necessary codes and standards necessary for the execution of the building official services.
- D. Transportation shall be furnished by the jurisdiction providing the backup building official services.
- E. All clerical services and necessary supplies shall be furnished by the jurisdiction requesting the backup building official services.

SECTION 2 – BASIS OF PAYMENT

- A. Each party shall be compensated by payment for services based upon the hourly costs and reimbursable expenses fee schedule below.

Building Official	\$50/Hr.
Reimbursable Expenses	At Cost
- B. Each party shall provide a report annually for services rendered throughout the year. The report shall consist of a fully itemized account of the services performed. Reports shall indicate the dates of service, permit and/or project name, and the time spent on each.
- C. Services shall be exchanged (1 for 1). In the event that one party provides more hours of service than the other, that party will be compensated at the above listed (2A) rate(s). The party providing the greater amount of hours shall invoice the other party for the difference in hours.

Reimbursable expenses shall be itemized and original receipts provided. Reimbursable expenses shall be indicated as such on the invoice.

SECTION 3-GENERAL CONSIDERATIONS

- A. This AGREEMENT shall be governed by the laws of the State of Ohio.
- B. Neither the CITY, nor the COUNTY shall assign their responsibilities under this AGREEMENT to any other third party without the written consent of the other party.
- C. This AGREEMENT shall commence June 28, 2007, and will run for a period of one year from said date. The AGREEMENT may be renewed for a one year period upon the mutual agreement of both parties.
- D. Either party may terminate this AGREEMENT by providing thirty (30) days written notice to the other party.
- E. Each party shall defend, at its own expense, its own building official(s) in all litigation, pay all attorney fees, damages, court costs, and other expenses and satisfy and cause to be discharged any judgements obtained against its own building official(s), officers, agents or employees arising out of the litigation or claim resulting from a negligent act, error or omission in the performance of the services under this AGREEMENT.

It is expressly agreed that the inspection services provided under this AGREEMENT are of such a nature that the building official is afforded considerable discretion in the application and enforcement of the Codes and/or resolutions prescribed.

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

RESOLUTION NO. 07-318

RESOLUTION OF NECESSITY FOR PURCHASE OR LEASE OF AUTOMOBILE FOR THE USE OF THE COUNTY COMMISSIONERS; ANY COUNTY DEPARTMENT, BOARD, COMMISSION, OFFICE OR AGENCY; OR ANY ELECTED COUNTY OFFICIAL OR HIS OR HER EMPLOYEES:

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

WHEREAS; the Board of County Commissioners of Delaware County, Ohio are required by Ohio Revised Code §307.41, to find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of a new automobile to be used by the County Commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees, and

WHEREAS; the Board of County Commissioners of Delaware, County, Ohio has before it a request from the Sanitary Engineer to expend county monies for the purchase of a new 4-wheel drive Dodge Pickup Truck; and

WHEREAS; the Board of County Commissioners have legally appropriated monies from the proper fund for the acquisition of vehicles

Now, therefore, upon the motion of Commissioner Ward, seconded by Commissioner Jordan

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that a necessity exists to purchase a new 4-wheel drive Dodge Pickup Truck for use by the Sanitary Engineer

Section 2. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the number of motor vehicles required is one for replacement of a current vehicle.

Section 3. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the make and model of such vehicles is Dodge Ram and that the estimated cost of said purchase or lease will be \$16,458.50.

Section 4. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the purchase or lease of said vehicle(s) will be in conformity with the public bidding requirements of Ohio Revised Code §§307.86 through 307.92.

DELAWARE COUNTY BOARD OF COMMISSIONERS, DELAWARE COUNTY, OHIO.
Adopted this 19 Day of March, 2007.

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

RESOLUTION 07-319

IN THE MATTER OF ACCEPTING A HAZARDOUS MATERIALS EMERGENCY PREPAREDNESS GRANT WITH APPROPRIATION.

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

WHEREAS, the U.S. Department of Transportation offers Hazardous Materials Emergency Preparedness grants that provide funds for planning and training for response to spills and incidents on highways, and;

WHEREAS, the Delaware County Office of Homeland Security and Emergency Management requested a grant to perform a commodities flow study of the major highways in Delaware County (I-71, US Route 36 and US Route 23) to determine the number and type of hazardous substances transported through, to and from the County, and;

WHEREAS, this is a 75%/25% split grant with the County utilizing its 25% portion from in-kind services and the data received from this study will provide responders with a statistical analysis of what types of spills to prepare for;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approve the Delaware County Office of Homeland Security and Emergency Management acceptance of this grant, **Renaming Account Number 21511308 and appropriating \$5,084.00 as follows:**

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21511308-4531	FY 06 HMFP/State Grant	\$5,084.00
21511308-5215	FY 06 HMFP/Program Supplies	\$500.00
21511308-5250	FY 06 HMFP/Minor Tools I Equip	\$308.00
21511308-5301	FY 06 HMFP/Professional Services	\$2,776.00
21511308-5305	FY 06 HMFP/Training & Staff Development	\$1,500.00

BE IT FURTHER RESOLVED: That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board's Official Journal.

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

RESOLUTION 07-320

IN THE MATTER OF APPROVING AN EMERGENCY MEDICAL SERVICES GRANT FUNDED UNDER THE STATE OF OHIO DEPARTMENT OF PUBLIC SAFETY:

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

WHEREAS, the Ohio Department of Public Safety offers annual grants to Emergency Medical Service Departments, and;

WHEREAS, Delaware County has applied for this grant annually to assist in such programs as “child safety seats” and to provide reimbursement for training, equipment and Trauma Research and Injury Prevention, and;

WHEREAS, the Delaware County Emergency Medical Service desires to improve and expand its training and equipment capabilities through this grant program;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve the submittal of this grant request by EMS for the expansion of their training and equipment programs.

BE IT FURTHER RESOLVED: That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board's Official Journal.

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

RESOLUTION NO. 07-321

IN THE MATTER OF APPROVING THE RESOLUTION OF NECESSITY FOR PURCHASE OF AUTOMOBILES FOR THE USE OF THE COUNTY COMMISSIONERS; ANY COUNTY DEPARTMENT, BOARD, COMMISSION, OFFICE OR AGENCY; OR ANY ELECTED COUNTY OFFICIAL OR HIS OR HER EMPLOYEES:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the resolution of necessity:

WHEREAS; the Board of County Commissioners of Delaware County, Ohio are required by Ohio Revised Code §307.41, to find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of new automobiles to be used by the County Commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees, and

WHEREAS; the Board of County Commissioners of Delaware, County, Ohio has before it a request from Emergency Services, Emergency Medical Service, to expend county monies for the purchase of one new 4-wheel drive, extended cab vehicle; and,

WHEREAS; the Board of County Commissioners have legally appropriated monies from the proper fund for the acquisition of vehicles

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

- Section 1. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that a necessity exists to purchase one 4-wheel drive, extended cab, V-8 pick-up truck for use by the Emergency Medical Service
- Section 2. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the number of motor vehicles required is one, for replacement of current vehicles.
- Section 3. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the estimated cost of said purchase or lease will be a total of \$22,955.49

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Section 4. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the purchase or lease of said vehicles will be in conformity with the public bidding requirements of Ohio Revised Code 307.86 through 307.92.

BE IT FURTHER RESOLVED: That the Board of County Commissioners approve the purchase of additional equipment for this vehicle; including sirens, radios, striping, etc. at a not-to-exceed cost of \$6,000.00.

BE IT FURTHER RESOLVED: That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board's Official Journal.

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

RESOLUTION 07-322

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATION FOR EMERGENCY SERVICES:

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

From	To	
21511310-5001	21511310-5201	\$ 226.00
FY06 EMPG/Compensation	FY06 EMPG/Office Supplies	
21511310-5001	21511310-5224	\$ 590.00
FY06 EMPG/Compensation	FY06 EMPG/Uniforms & Clothing	
21511310-5001	21511310-5260	\$2,023.00
FY06 EMPG/Compensation	FY06 EMPG/Inventoried Tools & Equipment	

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

RESOLUTION NO. 07-323

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 9:58 AM.

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

RESOLUTION NO. 07-324

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

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

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

There being no further business, the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners