

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 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. 07-438

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 12 , 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 April 12, 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. 07-439

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0413 :

It was moved by Mr. Jordan , seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR 0413 and Purchase Orders and Vouchers as listed below:

Purchase Orders			
<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
AEP	Electric Service to Scioto Hills	66291002-5338	\$ 7,648.95
Cintas Corporation	Rental & Cleaning of Uniform/CMF	66290401-5335	\$ 1,600.00
Cintas Corporation	Rental & Cleaning of Uniform/OECC	66290301-5335	\$ 8,600.00
Increases			
Village Network	Residential Treatment	22511607-5342	\$ 100,000.00
Bridgeway Home	Residential Treatment	22511608-5342	\$ 10,000.00
Vouchers			
Delaware Christian Academy	Day Care	22411610-5348	\$ 5,920.58
Child Care Unlimited/Galena	Day Care	22411610-5348	\$ 6,348.14
BP Products N. America Inc.	Gasoline/Service Center	10011106-5228	\$ 16,298.34
Price Farms	Tip Fee for Sludge/Alum Creek	66290403-5380	\$ 5,948.37
CEBCO	May 07 Premiums & Claims	60211902-5370	\$ 757,372.65
Prudential Group Life & Disability	March LTD Insurance Premium	60111901-5370	\$ 7,310.11
Ameritas Group Dental	March Premiums for April	75010903-5370	\$ 20,366.60
The Learning Center of Sunbury	Day Care	22411610-5348	\$ 11,582.56
Vote on Motion:	Mr. Evans	Aye	Mr. Ward Aye Mr. Jordan Aye

RESOLUTION NO. 07-440

ADOPTING RESOLUTION OF CONGRATULATIONS TO DANNY WILSON UPON EARNING HIS EAGLE SCOUT AWARD:

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

Whereas, Danny Wilson has been a member of Boy Scout Troop # 701, and

Whereas, Danny Wilson has met all the requirements and been approved by the National Council of Boy Scouts to receive the Eagle Scout Award, and

Whereas, The Board of Commissioners of Delaware County wishes to express congratulations to,Danny Wilson on earning the Eagle Scout Award.

Now Be It Resolved, That the Board of County Commissioners of Delaware County hereby officially

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congratulates, Danny Wilson on attaining Scouting’s highest rank - the Eagle Scout Award. Your diligence and hard work have earned you the distinction of being an Eagle Scout. You join company with a select group of individuals who are recognized as outstanding in all that Scouting represents.

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

RESOLUTION NO. 07 -441

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Adult Court Services is requesting that all their Probation Officers attend an Unarmed Self-Defense Training at Delaware JVS South on April 25, 2007, at a cost of \$400.00

Child Support Enforcement Agency is requesting that Joyce Rhodes attend a Statewide Civil Rights Coordinator Training on May 22-23, 2007, at no cost

The Treasurer is requesting that he attend the Spring Treasurers Conference at Dublin on May 15-17 at a cost of \$48.00

Emergency Services is requesting that Tom Crewell attend the Center for Domestic Preparedness Class in Anniston Alabama on June 2-9, 2007 at no cost.

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

RESOLUTION NO. 07-442

IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR MC CAMMON ESTATES
SECTIONS 3 & 4:

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

Mc Cammon Estates, Section 4

The roadway construction has been completed for the referenced subdivision and, as the results of a recent field review, the engineer has determined that minor remedial work will be required during the 2007 construction season.

In accordance with the Subdivider’s Agreement, the Engineer recommends that the maintenance bond be set at **\$16,700** for the duration of the one year maintenance period. A Bond in that amount has been provided. The Engineer also requests approval to return the Bond being held as construction surety to the developer, M/I Homes.

Mc Cammon Estates, Section 3

The roadway construction has been completed for the referenced subdivision and, as the results of a recent field review, the Engineer has determined that minor remedial work will be required during the 2007 construction season.

In accordance with the Subdivider’s Agreement, the Engineer recommends that the maintenance bond be set at **\$125,300** for the duration of the one year maintenance period. A Bond in that amount has been provided. The Engineer also requests approval to return the Bond being held as construction surety to the developer, M/I Homes

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

RESOLUTION NO. 07 -443

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

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

<i>Permit #</i>	<i>Applicant</i>	<i>Location</i>	<i>Type of Work</i>
U07053	Level 3 Communications	Old State Road	Bury conduits
U07054	Level 3 Communications	Hollenback Road	Bury conduits
U07055	Level 3 Communications	Piatt Road	Bury conduits
U07056	Level 3 Communications	Peachblow Road	Bury conduits

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

RESOLUTION NO. 07-444

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS, THE SANITARY ENGINEER AND HOCKADEN AND ASSOCIATES, INC FOR DESIGN SERVICES:

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

This Agreement entered into this day of April 16, , 2007, by and between the Delaware County Board of Commissioners, hereinafter referred to as the COUNTY and HOCKADEN AND ASSOCIATES, INC., hereinafter referred to as CONSULTANT, for the provision of design services to the COUNTY in regard to the Cheshire Pump Station Reconstruction.

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

Scope:

The CONSULTANT will:

1. Prepare and submit plans, specifications, and all forms necessary to permit Improvements with the OEPA.
2. Prepare and submit necessary plans, specifications, forms and permits to the Army Corps of Engineers (ACOE) to permit Improvements with the ACOE.
3. The CONSULTANT and its sub consultants, K & H ENERGY SERVICE, E.C. BABBERT, and GERAGHTY MECHANICAL SERVICES, hereinafter referred to as SUBCONSULTANTS shall address any comments and or concerns the OEPA, County Engineer, or Sanitary Engineer may have or any revisions that may arise.

Once the permits are granted, the CONSULTANT will coordinate with the COUNTY’S staff on the preparation of the bid documents.

The CONSULTANT shall provide the following functions as related to the bidding of the Project:

- A. Engineers’ construction cost estimate
- B. Prepare Specifications
- C. Prepare addendums
- D. Attend the pre-bid meetings
- E. Attend pre-construction meeting
- F. Review shop drawings and change as necessary

Due to the complexity of the project the CONSULTANT is anticipating that the CONSULTANT and SUBCONSULTANTS involvement is going to be needed during the construction period. These services can be arranged on as “if needed” basis.

Fee:

The services described above, will be billed per the CONSULTANT and SUBCONSULTANTS current hourly rate schedule (attached EXHIBIT A & B) plus the reimbursable expenses, (bid books, plan copies, mileage, advertisement, etc). The total estimated fee for design services is \$24,900.00. The total fee for the services performed as defined under “Scope” shall not exceed \$24,900. Any additional work that may arise shall be performed by the CONSULTANT and billed as per the CONSULTANT and SUBCONSULTANTS current fee schedule (at the time the work is performed). For additional work, the CONSULTANT will require a “change order” before the CONSULTANT proceeds.

Schedule:

CONSULTANT agrees to deliver plans and specification ready for OEPA submittal within 2 weeks of execution of this agreement.

CONSULTANT agrees to address OEPA comments and re-submit plans and specifications within 2 weeks of receipt of OEPA comments.

CONSUTLANT agrees to have final plans and specifications (ready for public bid) no later than six (6) weeks after the sooner of: 1) receipt of OEPA PTI is received by the County or 2) confirmation from the OEPA that addressed comments are acceptable.

In the event that these milestones are not met, the County retains the right to cancel the contract upon notice to the CONSULTANT. Any and all engineering data and documents used to create the plans and specifications,

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including but not limited to electronic drawings and specifications shall be delivered to the County within seven (7) days of contract cancellation and the CONSULTANT will be paid for work performed to the date that notice of contract cancellation is provided to the CONSULTANT.

General Terms and Conditions:

1. The term "Project" as used herein shall be deemed to refer to the project identified in the "Scope" section of this Agreement.
2. If, in CONSULTANT'S sole discretion, the scope of work for the Project changes for any reason whatsoever, CONSULTANT shall be entitled to an adjustment to the cost and schedule designated in this Agreement. However, in performing the Project, CONSULTANT will not proceed to expend more than the amount identified in this Agreement without the COUNTY'S prior approval.
3. Cost and schedule commitments contained herein shall be subject to renegotiation for unreasonable delays caused by the COUNTY'S failure to provide specified facilities or information or for delays caused by unpredictable occurrences such as fires, floods, strikes, riots, unavailability of labor or materials or services, process shutdown, acts of God or of the public enemy, or acts or regulations of any governmental agency. Work stoppage or interruption caused by any of the foregoing may result in additional cost (requiring a change in scope) beyond that identified in this Agreement for performance of the Project, entitling CONSULTANT to an adjustment to the cost and schedule.
4. Where the method of payment for CONSULTANT'S services is on a time-and-material or cost reimbursable basis, the following commercial terms shall apply:
 - a) The minimum time segment for charging of field work is four (4) hours. For work done at CONSULTANT'S office, the minimum time segment for charging is one-half (1/2) hour. Any work requiring overtime will be charged at the premium rate of time plus one-half (1/2).
 - b) Where any agreement is based upon the hourly billing rate of specific individuals, normal and customary rate increases will become effective immediately upon CONSULTANT'S authorization and will be reflected in the next invoice submitted to the COUNTY.
 - c) CONSULTANT'S hourly billing rates apply to all (i) full-time, part-time, and temporary employees of CONSULTS and its affiliates, (ii) temporary employees whose direct compensation is paid by a temporary staffing agency, and (iii) staff consultants who are not independent contractors.
 - d) Expenses properly chargeable to the Project shall include: travel and living expenses of CONSULTANT personnel on business connected with the Project; Project related telecommunication, facsimile, shipping, reproduction, bindery, computer usage and record processing costs in accordance with CONSULTANT'S standard billing policy; equipment rental charges; professional, analytical and technical subcontractors and advisors retained in connection with the Project; and expendable materials and supplies purchased specifically for the Project.
5. Invoices will be submitted to the COUNTY on a monthly basis payable upon receipt. Unpaid balances shall be subject to interest at the rate of one and one-half percent (1.5%) per month or the maximum permissible under state law, whichever is less, starting thirty (30) days from the invoice date. Payments received will be applied first to any accrued interest, with the balance of the payment then applied to any unpaid fees. In addition, CONSULTANT may, after giving seven (7) days written notice, suspend services under this Agreement without liability until all past due accounts (including fees and accrued interest) have been paid. Timely payment is a substantial condition of COUNTY'S performance of any agreement between CONSULTANT and COUNTY.
6. Except as provided in Paragraph 5, the Agreement between CONSULTANT and COUNTY may be terminated in whole or in part in writing by either party in the event of substantial or material failure by the other party to fulfill its obligations under the Agreement through no fault of the terminating party, provided that no such termination shall be effective unless the other party is given; (i) not less than ten (10) calendar days written notice of intent to terminate; and (ii) an opportunity for consultation with the terminating party prior to the effective date of such termination. A final invoice will be calculated on the first or fifteenth of the month (whichever comes first) following the effective date of termination.
 - a) Where the method of payment is based upon a "lump sum" the final invoice will be based upon the percentage of the work completed up to the effective date of termination.
 - b) Where the method of payment is based upon time and materials, the final invoice will be based upon reimbursement for all the services and expenses associated with the Project up to the effective date of termination.

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- c) Where the method of payment is based upon cost plus a fixed fee, the final invoice will be based upon reimbursement for all the costs up to the effective date of termination and a pro-rate share of the fixed fee.
7. Insurance
- a) CONSULTANT shall maintain policies of insurance for the following types of coverage, each (with the exception of Workers' Compensation) with a limit of liability of \$1,000,000, combined single limit:
 - i) Workers' Compensation (statutory) and Employer's Liability;
 - ii) Commercial General Liability; and
 - iii) Commercial Automotive Liability.
 - b) CONSULTANT shall, at the COUNTY'S request, provide the COUNTY with a certificate of insurance or other satisfactory evidence that such insurance has been obtained and that such policies are maintained in force throughout the period in which CONSULTANT provides services to the COUNTY under this Agreement.
8. Indemnification
- a) CONSULTANT shall indemnify and hold harmless the COUNTY and its directors, officers, employees, and agents from and against all liability, claims, suits, losses, damages, costs and demands, including reasonable legal expenses and attorney's fees connected therewith, on account of personal injury, including death, or property damage, sustained by any person or entity not a party to this Agreement between CONSULTANT and COUNTY and arising out of or connected with the performance of this Agreement, to the extent such injury, death or damage is caused by the sole or contributory negligence or willful misconduct of CONSULTANT or its subcontractors or their respective employees, officers and agents; provided that such injury, death or damage is not occasioned by the sole negligence of COUNTY or its contractors or their respective employees, officers and agents; and provided further, that CONSULTANT'S obligation hereunder shall not extend to indemnification or holding harmless of a party indemnified hereunder for any claims of loss of profits or any other indirect, special, incidental or consequential damages of any nature whatsoever.
 - b) The provisions of this Paragraph 8 shall survive the completion of the Project or the expiration, cancellation or termination of this Agreement.
9. Standard of Care and Limitation of Liability
- a) While performing services under this Agreement, CONSULTANT shall exercise that degree of care and skill ordinarily exercised under similar circumstances by members of the engineering and surveying profession performing the kind of services to be performed thereunder and practicing in the same or similar locality at the same time.
 - b) Except for the express promise set forth in subparagraph a), above, regarding CONSULTANT'S standard of care, CONSULTANT neither makes, no offers, nor shall CONSULTANT be liable to COUNTY for any express or implied warranties with respect to the performance of CONSULTANT'S services. Estimates of cost, approvals, recommendations, opinions, and decisions by CONSULTANT are made on the basis of CONSULTANT'S experience, qualifications, and professional judgment and are not guaranteed. CONSULTANT shall not be regarded as a guarantor with respect to any work product provided to COUNTY. THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY WAIVED BY COUNTY. ALL OTHER EXPRESS AND IMPLIED WARRANTIES NOT SPECIFICALLY PROVIDED HEREIN, ARE WAIVED BY CLIENT.
 - c) COUNTY acknowledges that CONSULTANT cannot control the actions of governmental entities, and, therefore, CONSULTANT makes no guarantees with regard to obtaining any necessary governmental approvals for the Project. If identified as a necessity of this Agreement, however, CONSULTANT will use the standard of care stated in subparagraph a) above in attempting to obtain such governmental approvals.
 - d) CONSULTANT agrees to re-perform and correct at its expense any work or services performed by CONSULTANT which fails to conform to the standard of care that CONSULTANT has accepted pursuant to subparagraph a) above.
 - e) In the event COUNTY requests CONSULTANT to prepare an estimate of the probable cost to

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develop the Project, CONSULTANT will prepare such cost estimate based upon CONSULTANT'S experience and professional judgment. COUNTY understands and agrees that CONSULTANT, in preparing such cost estimate, neither makes nor offers any warranty or guarantee with respect to the accuracy of such cost estimate when compared to the actual cost of performing such work, as determined at the conclusion of the development of the Project. CONSULTANT shall not be liable to COUNTY as a result of the preparation of such cost estimate, and COUNTY hereby forever releases CONSULTANT, and its officers, principals, employees and agents from any liability whatsoever for losses or damages sustained by COUNTY as a result of the preparation of such cost estimate and COUNTY'S reliance on it.

- f) In no event shall CONSULTANT, COUNTY, or any of their respective officers, directors, employees, agents and independent consultants be liable to the other for consequential, special, incidental, or indirect damages of any kind including without limitation loss of revenues or profits, loss of capital, or loss of use, arising under or in connection with this Agreement.
 - g) CONSULTANT and CONSULTANT'S officers, directors, employees, agents and independent professional consultants shall not be liable to COUNTY and/or anyone claiming by, through, or under COUNTY, including COUNTY'S insurers, in an amount which exceeds either (i) the lesser of \$100,000 or the amount of the estimate identified in this Agreement, if the claims of COUNTY or COUNTY'S insurers against CONSULTANT are not covered by the insurance coverage identified in paragraph 7 hereof or (ii) \$1,000,000, if the claims of COUNTY or COUNTY'S insurers against CONSULTANT are covered by the insurance coverage identified in paragraph 7 hereof. The COUNTY hereby forever releases CONSULTANT and its officers, principals, employees and agents from any liability for losses or damages sustained and incurred by the COUNTY in excess of such amount.
 - h) As used in this paragraph 9, the term "liable" or "liability" means liability of any kind, whether in contract (including breach of warranty), in tort (including negligence and negligent misrepresentation, whether of CONSULTANT or others), in strict liability, or otherwise, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to CONSULTANT'S services from any cause or causes whatsoever. The provisions of this paragraph 9 providing for limitations of and protections against either party's liability shall survive the completion of the Project or the expiration, cancellation, or termination of this Agreement, and such provisions shall apply to the full extents permitted by law.
10. COUNTY agrees that CONSULTANT has authority to use its name as a client and a general description of the Project as a reference for other prospective clients.
 11. CONSULTANT and COUNTY do not intent, nor will any clause contained herein be interpreted, to grant to any third party any benefits or rights hereunder, including the right to rely on any work product generated by CONSULTANT.
 12. If CONSULTANT personnel are called or subpoenaed for depositions, examination, or court appearances in any dispute arising out of the Project and in which CONSULTANT is not named party, CONSULTANT shall be reimbursed on a time and material basis in accordance with CONSULTANT'S then current, standard billing rates for such matters, including all out-of-pocket costs incurred in connection with such matters.
 13. Severability
 - a) If any of these General Terms and Conditions shall be finally determined to be invalid or unenforceable in whole or in part, the remaining provisions hereof shall remain in full force and effect and be binding upon the parties.
 14. Entire Agreement
 - a) This Agreement shall constitute the complete and exclusive statement of the terms of the agreement between the parties and is intended as a final expression of the terms of such agreement and will supersede all prior or contemporaneous agreements, representations, or conditions, express or implied, oral or written. No provision of this Agreement may be waived, altered, or modified in any manner, unless the same shall be set forth in a writing expressly signed by a duly authorized officer of CONSULTANT. COUNTY may use its standard forms to administer any agreement between CONSULTANT and COUNTY, but use of such forms shall be for convenience purposes only, and any supplemental and/or conflicting terms and conditions contained in or on such forms shall be deemed stricken and null and void.
 15. Ownership and Use of Documents
 - a) All drawings, specifications, and other documents, including those in electronic form, prepared by CONSULTANT, or by any of CONSULTANT'S subcontractors, agents and consultants, in

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furtherance of the Project shall be referred to as the "Documents." The term Documents shall also be construed to include the engineering and surveying works depicted in the Documents.

- b) The Documents are and shall remain the property of CONSULTANT and CONSULTANT shall own all common law, statutory, and other reserved rights, including copyrights, in the Documents, regardless of whether or not the Project for which they were made is executed. In accordance with the foregoing, CONSULTANT has the right to disseminate the Documents in any manner and at any time it may choose.
- c) COUNTY may make and retain paper copies of the paper Documents but only for information and reference purposes in connection with the use and occupancy of the Project by the owner and others. Submission or distribution of the Documents by COUNTY to meet official regulatory requirements, or for similar purposes, in connection with the Project is not to be construed as publication in derogation of CONSULTANT'S rights.
- d) The Documents are not intended or represented to be suitable for reuse by COUNTY or other on extensions of the Project or on any other project. Any reuse or any continued use after any termination without written verification or adaptation by CONSULTANT for the specific purpose intended will be at COUNTY'S sole risk and without liability or legal exposure to CONSULTANT. Any such verification or adaptation shall entitle CONSULTANT to further compensation at rates to be agreed upon by CONSULTANT and COUNTY.

16. Independent Contractor

- a) CONSULTANT agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement. CONSULTANT also agrees that, as an independent contractor, CONSULTANT assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

17. Governing Law

- a) This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

18. Findings for Recovery

- a) CONSULTANT certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

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

RESOLUTION NO. 07-445

IN THE MATTER OF REJECTING ALL BIDS RECEIVED FOR ITB# 07-01 OFFICE SUPPLIES AND PRINTER CARTRIDGES FOR DELAWARE COUNTY:

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

WHEREAS, Delaware County received bids on March 26, 2007. And;

WHEREAS, Delaware County reserves the right to reject all bids, in whole or in part.

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, reject all bids received for ITB # 07-01 Office Supplies and Printer Cartridges for Delaware County.

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

RESOLUTION NO. 07-446

IN THE MATTER OF SETTING BID OPENING DATE AND TIME FOR OFFICE SUPPLIES/PRINTER CARTRIDGES:

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

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 at **10:00 AM on Monday, May 7, 2007**, at which time they will be

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publicly opened and read and the contract awarded as soon as possible, for Office Supplies and Printer Cartridges for Delaware County.

Each bid must contain the full name of every person or company interested in same, and be accompanied by an acceptable bid bond or certified check in the amount of \$500 made payable to the Delaware County, Ohio. Bid specifications may be obtained at the Delaware County Commissioners Office, 101 N. Sandusky St. or the Delaware County Facilities Management Office, 1405 US 23 North, Delaware, Ohio during normal business hours.

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

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

RESOLUTION NO. 07-446

IN THE MATTER OF SETTING THE TIME AND DATE FOR A COUNTY AUCTION:

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 sell such property at public auction or to any political subdivision of the state in accordance to the Ohio Revised Code, Section 307.12.

NOW THEREFORE BE IT RESOLVED by the Board of County Commissioners, Delaware County, State of Ohio, offer the following surplus property for sale to political subdivisions or for public auction on Saturday, May 5, 2007 at 10:30am to be held at 110 N Sandusky Street, the former Elks Building:

305	1990	Ford	Aerostar	1FMCA11U6LZB13223
330	1992	Chevy	30 Sport Van	2GAFG35KXN4140268
50	1995	Ford	Crown Vic	2FALP71W45X184955
65	1995	Chevy	G-30 Van	1GCFG35Z8SF154079
124	1996	Ford	Crown Vic	2FALP71W9TX134344
128	1997	Ford	Crown Vic	2FALP71W4VX125568
340	1997	Ford	Crown Vic	2FALP71W6VX125569
Misc. Computers, Monitors, and Printers				
Misc. minor tools, copiers, typewriters, office equipment and furniture				

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

RESOLUTION 07-448

IN THE MATTER OF APPROVING ACCEPTANCE OF THE COMMERCIAL EQUIPMENT
DIRECT ASSISTANCE PROGRAM (CEDAP) AWARD.

It was moved by , seconded by to adopt the following Resolution:

WHEREAS, the Delaware County Board of Commissioners approved the County Office of Homeland Security and Emergency Management to pursue an application to the CEDAP on behalf of the Delaware Area Response Team (D.A.R.T.) for a HazmatID system, and;

WHEREAS, the Homeland Security Office of Grants and Training has advised the Office of Homeland Security and Emergency Management that they have been awarded the HazmatID equipment as part of the FY2006 CEDAP;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approve acceptance of this equipment as awarded to enhance the capability of our first responders to fulfill their homeland security mission.

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.

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

RESOLUTION NO. 07-449

IN THE MATTER OF RE-APPOINTING DEBRA MILLER AS THE GOVERNMENTAL MEMBER
AND THOMAS JEDLINSKY AND TRENT HARTRANFT AS THE CITIZEN MEMBER TO THE
LIBERTY COMMUNITY INFRASTRUCTURE FINANCING 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, Debra Miller has requested to be re-appointed as the local government representative member and Thomas Jedlinsky has requested to be re-appointed as a citizen member; and Trent Hartranft will be appointed as a citizen member to the Liberty Community Infrastructure Financing Authority,

Therefore, The Board of Commissioners of Delaware County shall appoint individuals to the Liberty Community Infrastructure Financing Authority. Debra Miller shall be re-appointed as the local government representative member, term beginning April 16, 2007 and ending December 31, 2008. Appointing citizen members Thomas Jedlinsky, term beginning April 16, 2007 and ending December 31, 2007 and Trent Hartranft term beginning April 16, 2007 and ending December 31, 2008.

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

RESOLUTION NO. 07-450

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB
AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE
PROVIDER LITTLE BLESSINGS ACADEMY .:

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

BASIC RATES

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

Part-time Week for Center and Type A Providers: 8 hours to 24.9 hours
Hourly Paid for .1 hour to 7.9 hours

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

Part-time Week for Home Providers: 8 hours to 24.9 hours
Hourly Paid for .1 hour to 7.9 hours

Child Care Provider		Full	Part Time	Hourly
Little Blessings Academy 129 Moull Street Newark, Ohio	Infants	\$153.00	\$1 34.21	\$ 8.76
	Toddler	\$130.00	\$ 108.70	\$ 6.39
	Preschool	\$120.00	\$ 94.80	\$ 5.84
	Schoolage	\$100.00	\$ 71.99	\$ 5.39
	Before & After	\$100.00	\$ 70.00	\$ 5.39
	Before & After	\$100.00	\$ 40.00	\$ 5.39

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

RESOLUTION NO. 07 -451

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY DEPARTMENT OF
JOB AND FAMILY SERVICES FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE,
MEALS, REFRESHMENTS AND OTHER AMENITIES FOR CHILD CARE PROVIDER
APPRECIATION DINNER:

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

WHEREAS, The Ohio Attorney General Opinion No. 82-006 addresses the issue Expenditure Of Public Funds

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For Proper “Public Purpose”, and

WHEREAS, The October 20, 2003, State Auditor’s ruling on payment of Expenditures Of Public Funds For Proper “Public Purpose” states that for persons who are employees or non-employees of the County, the Commissioners must pre-approve expenditures for the purchase of coffee, meals, refreshments and other amenities.

WHEREAS, May11 is recognized as National Provider Appreciation day; and

WHEREAS, Delaware County Department of Job and Family Services has planned a dinner to be held on May 10 from 6pm to 9pm to show appreciation to Child Care Providers of the Department; and

WHEREAS, the Department requests approval to procure food for this event; and

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

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of Department of Job and Family Services funds in an amount not to exceed \$315.00 to assist in funding the purchase of refreshments and other amenities for the Provider Appreciation.

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

RESOLUTION NO. 07-452

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Kathryn J. Sturman has resigned her position as a Social Worker III, effective April 20, 2007

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

RESOLUTION NO. 07-453

IN THE MATTER OF APPROVING TRANSFER OF FUNDS, AND SUPPLEMENTAL APPROPRIATIONS:

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

Supplemental Appropriation			
25422301-4601	Community Corrections Grant/Interfund Revenue	\$	5,700.00
25422301-5850	Community Corrections Grant/Short Term Advance	\$	5,700.00
Transfer of Funds			
From	To		
10011102-5850	25422301-4601		
Comm General/Short Term Advance	Community Corrections Grant/Interfund Revenue	\$	5,700.00

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

DALE WILGUS, TREASURER, INVESTMENT COMMITTEE MEETING

RESOLUTION NO. 07-454

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 AND PENDING OR IMMINENT LITIGATION :

It was moved by Mr. Jordan , seconded by Mr. Ward to adjourn into Executive Session at 9:34 AM.

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

RESOLUTION NO. 07-455

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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 10:30 AM.

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

There being no further business, the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners