

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD APRIL 30, 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

7:30 PM Public Hearing #1 For The Consideration Of Approving Replacement Sales And Use Taxes

PUBLIC COMMENT

Dick Vining –Questioned the Commissioners and Engineer on Delaware City’s share of Sales Tax, Commissioners referred him to the hearing part of the meeting. (For a complete record refer to the Official CD minutes).

RESOLUTION NO. 07-493 was not utilized

RESOLUTION NO. 07-494

IN THE MATTER OF RECOGNIZING MAY 2ND AS NATIONAL DAY TO PREVENT TEEN PREGNANCY.

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

WHEREAS, the National Campaign to Prevent Teen Pregnancy has declared that May 2nd is National Day to Prevent Teen Pregnancy; and

WHEREAS, the National Campaign to Prevent Teen Pregnancy combined with other national and local efforts has resulted in the lowest teen pregnancy rate in 30 years; and

WHEREAS, nationwide, 31% of young women will become pregnant at least once before reaching the age of 20, resulting in 750,000 pregnancies annually; and

WHEREAS, eight in ten of these pregnancies are unplanned and 81% are to unmarried teens; and

WHEREAS, the United States has the highest rates of teen pregnancy and births in the western industrialized world; and

WHEREAS, teen pregnancy costs the United States \$9 billion annually in health care, child welfare and lost revenue expenses; and

WHEREAS, teenage mothers are statistically less likely to succeed educationally, with only one third achieving a high school diploma and 1.5% attaining a college degree by age 30, and

WHEREAS, the Board of Commissioners of Delaware County Ohio, recognizes the problem of teenage pregnancy and its affects on the mother, the child and the surrounding community and wishes to support local efforts to prevent teenage pregnancy;

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

- 1. That May 2nd be recognized in Delaware County as National Day to Prevent Teen Pregnancy.
- 2. That those who work throughout Delaware County to educate youth and to prevent teen pregnancies from occurring be recognized for their efforts.

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

RESOLUTION NO. 07-495

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD APRIL 26, 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 26, 2007 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 07-496

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS

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IN BATCH NUMBERS CMAPR0430:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0430 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>			
Purchase Orders						
Kinzua Environmental Inc.	Golf Village PS Degreaser	66290308-5290	\$ 2,024.40			
Kinzua Environmental Inc.	Cheshire PS Degreaser	66290408-5290	\$ 2,024.40			
Kinzua Environmental Inc.	Tartan Oaks PS Degreaser	66290608-5290	\$ 1,000.00			
Kinzua Environmental Inc.	Seldom Seen Degreaser	66290313-5290	\$ 2,000.00			
Kinzua Environmental Inc.	Trotters Gate PS Degreaser	66290315-5290	\$ 1,000.00			
Hoffman Analytic Services	OECC Lab Analysis	66290304-5340	\$12,161.40			
Hoffman Analytic Services	Alum Creek Lab Analysis	66290404-5340	\$ 8,829.50			
Mike Bass Ford Inc.	Ford Pickup Truck/ Res. # 07-413	66290306-5450	\$ 9,171.49			
Mike Bass Ford Inc.	Maintenance- Truck/Water Rec.	66290406-5450	\$ 9,171.50			
Ace Truck Body Inc.	Utility Bed w/integrated crane	66290406-5450	\$11,462.00			
Ace Truck Body Inc.	Utility Bed w/integrated crane	66290306-5450	\$11,462.00			
Vouchers						
Pomegranate Health Systems	Residential Treatment	22511608-5342	\$ 9,765.00			
Pomegranate Health Systems	Residential Treatment	22511607-5342	\$19,530.00			
Pomegranate Health Systems	Residential Treatment	22511608-5342	\$ 9,765.00			
Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Aye

RESOLUTION NO. 07 -497

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The EMS Department is requesting that Brad Fisher and Tim Alton attend a Trauma Seminar in Union County May 5, 2007, at the cost of \$50.00.

The EMS Department is requesting that Matthew Weir attend Advanced EMD Certification in Peebles, Ohio May 15-17, 2007, at the cost of \$613.32.

The EMS Department is requesting a \$180.60 amendment to Patrick Brandt’s and Larry Fisher’s Travel Request to a NENA Conference in Charlotte, North Carolina June 10-15, 2007.

The Administrative Services Department is requesting that Lisa Iannotta attend an Implementing Public Records House Bill 9 Seminar in Columbus, Ohio May 9, 2007, at the cost of \$165.00.

The Auditor’s Office is requesting a \$45.00 increase to Paul Howard’s travel request to a Weights and Measures Conference.

Veterans Services is requesting that Phil Haas attend a National Association of County Veterans Services Officers Inc. Annual Training Conference in Milwaukee, Wisconsin June 1-10, 2007, at the cost of \$2,294.50.

The Environmental Services Department is requesting that Jason Watts, Tom Compton, and Eric Kletrovetz attend a Plant Maintenance Seminar in Lancaster, Ohio May 7, 2007, at the cost of \$75.00.

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

RESOLUTION NO. 07-498

IN THE MATTER OF APPROVING A PLAT FOR LITTLE BEAR VILLAGE SECTION 1 LOTS 7357 AND 7462 DIVISION 1:

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

Little Bear Village Section 1 – Lots 7357 and 7462 Division 1

Situated in the State of Ohio. County of Delaware, Township of Orange, and in Farm Lot 4, quarter Township 3, Range 18, United States Military Lands, containing 5.145 acres of land, more or less, said 5.145 acres being comprised of 1) all of Lot 7357 as the same as is numbered and delineated upon the subdivision plat entitled “LITTLE BEAR SECTION 1 PHASE A” as shown of record in Official Record 742, Pages 2052, 2053, and 2054, said Lot 7357 being part of that tract in Official Record 700, Page 31 (4.822 acres of land) and 2) all of Lot 7462

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as the same is numbered and delineated upon the subdivision plat entitled “LITTLE BEAR SECTION 1 PHASE B” and shown of record in Official Record 757, Pages 709, 710,711,712,713, 714, 715, and 716, said Lot 7462 being part of that tract of land conveyed to LITTLE BEAR DEVELOPMENT, LLC, by deed of record in Official Record 683, Page 1901 (0.263 acre of land), all references being to those of record in the Recorder’s Office, Delaware County, Ohio . Cost of \$6.00.

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

RESOLUTION NO. 07-499

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENTS FOR HIDDEN OAKS ; WALNUT GROVE ESTATES SECTION 2 AND SAWMILL PARKWAY AT SAWMILL DRIVE TURN LANE:

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

Hidden Oaks

SUBDIVIDER’S AGREEMENT

THIS AGREEMENT made and entered into this 30th day of April 2007 by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **CV REAL PROPERTY**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled “**HIDDEN OAKS**” which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

1. The **SUBDIVIDER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
2. The **SUBDIVIDER** shall pay the entire cost and expenses of their portion of said improvements.
3. The **SUBDIVIDER** is to provide an irrevocable letter of credit or other approved financial warranties in the amount of **EIGHTY-EIGHT THOUSAND SEVEN HUNDRED DOLLARS** payable to the **BOARD OF COUNTY COMMISSIONERS** to insure the faithful performance of this **AGREEMENT** and the completion of all of the said improvements in accordance with the current “**Delaware County Engineering and Surveying Standards for Subdivision Development**” and the current “**Subdivision Regulations of Delaware County, Ohio**”.
4. The **SUBDIVIDER** shall deposit **SEVEN THOUSAND ONE HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**.
5. The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
6. The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
7. The **SUBDIVIDER** shall perform and complete all said improvements prior to **SEPTEMBER 30, 2007**.
8. The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation “Uniform Traffic Control Devices”** and “**Traffic Control for Construction and Maintenance**”.
9. The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.
10. If the **SUBDIVIDER** should become unable to carry out the provisions of this **AGREEMENT**, the **SUBDIVIDER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
11. Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
12. In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **SUBDIVIDER** or his agent the right and privilege to make the said improvements stipulated herein.

Walnut Grove Estates Section 2

SUBDIVIDER’S AGREEMENT

THIS AGREEMENT executed on this 30th day of April 2007, between **VINCE ROMANELLI**, as evidenced by the **WALNUT GROVE ESTATES SECTION 2** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set

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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** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 4/16/07, 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 all improvements.

The **SUBDIVIDER** shall indemnify and save harmless the **County, Townships and/or Villages** and all of their officials, employees or 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 actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method 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 year from the date of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an 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 plans and specifications and shall have the 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.

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance 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.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **SIXTY THOUSAND DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

The **County** reserves the right during construction and thereafter to permit connection of adjoining properties within the original drainage basin to the storm sewer system.

Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship for a period of one year. Said **SUBDIVIDER'S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance to the **Ohio Department of Transportation Specifications**.

Acceptance of the roads and drainage structures in said subdivision into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **SUBDIVIDER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow and ice removal or other safety requirements deemed necessary by the **County Engineer** during the period of construction or maintenance shall be the responsibility of the **SUBDIVIDER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

CONSTRUCTION

The **SUBDIVIDER** shall, within thirty (30) days following the completion of construction and prior to final acceptance, furnish to **Delaware County**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **County** and remain in the office of the **Delaware County Engineer**.

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 material incident to said construction of improvements.

The **SUBDIVIDER** shall, during 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 the improvements and for their continued operation. The **SUBDIVIDER** shall be responsible for all utility charges and installation costs. 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

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

Sawmill Parkway At Sawmill Drive Turn Lane

SUBDIVIDER’S AGREEMENT
DITCH MAINTENANCE ITEMS INSPECTION

THIS AGREEMENT made and entered into this 30th day of April 2007 by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **SSA LIMITED.**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled “**SAWMILL PARKWAY AT SAWMILL DRIVE TURN LANE**” 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 said improvements.
3. The **SUBDIVIDER** is to provide an irrevocable Letter of Credit or other approved financial warranties in the amount of **NINETY THOUSAND THREE HUNDRED DOLLARS** payable to the Board of County Commissioners to insure the faithful performance of this agreement and the completion of all of the said improvements in accordance with the current “Delaware County Engineering and Surveying Standards for Subdivision Development” and the current “Subdivision Regulations for Delaware County, Ohio”.
4. The **SUBDIVIDER** shall deposit **SEVEN THOUSAND THREE HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**.
5. The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
6. The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
7. The **SUBDIVIDER** shall perform and complete all said improvements prior to **August 31, 2007**.
8. The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation “Uniform Traffic Control Devices”** and “**Traffic Control for Construction and Maintenance**”.
9. The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith.
10. If the **SUBDIVIDER** should become unable to carry out the provisions of this **AGREEMENT**, the **SUBDIVIDER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
11. Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
12. In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **SUBDIVIDER** or his agent the right and privilege to make the said improvements stipulated herein.

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

RESOLUTION NO. 07-500

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR SCIOTO RESERVE EXPANSION
SECTION 1, PHASE A AND SCIOTO RESERVE EXPANSION SECTION 1, PHASE B:

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

Scioto Reserve Expansion Section 1, Phase A

The roadway construction has been completed for the referenced subdivision and, as the results of The Engineer’s recent field review, he 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 **\$39,310** for the duration of the one year maintenance period. A Letter of Credit in that amount is available. He also request approval to return the Letter of Credit being held as construction surety to the developer,

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Village Communities.

Scioto Reserve Expansion Section 1, Phase B

The roadway construction has been completed for the referenced subdivision and, as the results of The Engineer’s recent field review, he 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 **\$264,380** for the duration of the one year maintenance period. A Letter of Credit in that amount is available. He also request approval to return the Letter of Credit being held as construction surety to the developer, Village Communities.

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

RESOLUTION NO. 07 -501

IN THE MATTER OF EXTENDING THE LETTER OF CREDIT WITH CHESHIRE WOODS LLC. FOR THE CHESHIRE ROAD WIDENING AT CHESHIRE ESTATES PROJECT:

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

Cheshire Road Widening At Cheshire Estates

In May, 2006, your Board entered into agreement with Cheshire Woods LLC for the above referenced project. Due to utilities not being relocated in a timely manner, the developer will not be able to complete the project within the one-year time frame. Therefore, The Engineer is requesting approval to extend their Letter of Credit posted as surety for the project to a new completion date of September 30, 2007 while also reducing the amount of the surety required to \$30,960. An amendment to their original Letter of Credit is available for your approval.

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

RESOLUTION NO. 07 -502

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

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

Permit #	Applicant	Location	Type of Work
U07042	SBC	Jewett Road	Place aerial cable
U07051	Del-Co Water	Village of Radnor	Install buried waterline
U07052	Del-Co Water	River/Lawrence & Dildine Roads	Bury waterline
U07057	AT&T	Sawmill Parkway	Install cable
U07062	American Electric Power	Horseshoe Road	Place overhead utility

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

RESOLUTION NO. 07-503

IN THE MATTER OF AWARDING THE BID AND APPROVING THE CONTRACT WITH KOKOSING CONSTRUCTION COMPANY FOR THE “DEL-750-5.53 GREEN MEADOWS DRIVE RELOCATION”:

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

As the result of the Green Meadows Drive Relocation Bid Opening of April 17, 2007 the Engineer recommends that a bid award be made to Kokosing Construction Company, the low bidder for the job.

Agreement

THIS AGREEMENT is made this 30th day of April, 2007 by and between **KOKOSING CONSTRUCTION COMPANY**, hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

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The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project; namely, the “DEL-750-5.53 Green Meadows Drive Relocation”, and required supplemental work for the project all in strict accordance with the Contract Documents.

ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed *Eight Hundred Nineteen Thousand, Sixty-Eight Dollars and Two Cents (\$819,068.02)*, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements
- i. ODOT’s 2005 LPA template which are hereby incorporated by reference

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

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

RESOLUTION NO. 07-504

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Chad Cochran has resigned his full-time lieutenant position with the EMS Department; he will remain as a part-time employee; effective date May 4, 2007.

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

RESOLUTION NO. 07-505

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR PHINNEY PLACE:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve sanitary sewer plan for Phinney Place for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 07-506

IN THE MATTER OF APPROVING THE SANITARY SUB DIVIDER’S AGREEMENT FOR HIDDEN OAKS SUBDIVISION:

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

Hidden Oaks Subdivision

SUBDIVIDER’S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

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THIS AGREEMENT executed on this 30th day of April 2007, by and between C V REAL PROPERTIES SUBDIVIDER, as evidenced by the HIDDEN OAKS 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 (\$210,322.42) 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.

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 \$22,000.00, 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

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(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 Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 07-507

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Recommendation to hire David Deitsch as a Social Service Worker III with the Department of Job and Family Services; effective date June 4, 2007.

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

RESOLUTION NO. 07-508

IN THE MATTER OF APPROVING AN OPERATIONS REVIEW AGREEMENT BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND BURNSTEEN & COMPANY:

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

OPERATIONS REVIEW AGREEMENT

This Agreement made this 30th day of April 2007, by and between, Burnsteen & Company, hereinafter called the "Consultant," and Delaware County, hereinafter called the "County."

WITNESSETH, that the Consultant and the County for the considerations stated herein mutually agree as follows:

ARTICLE I – SCOPE OF WORK

Section 1: The Proposal

- 1.0 This Agreement provides for the Consultant to perform an operations review of the Delaware County Department of Job and Family Services, in accordance with the terms of the proposal letter dated April 11, 2007 (hereinafter "the Proposal").
- 1.1 The Proposal shall form the basis of this Agreement, and all statements and considerations therein, and terms and conditions thereof, are hereby incorporated by reference as if set forth fully herein.

ARTICLE II – MISCELLANEOUS TERMS & CONDITIONS

Section 1: Governing Law

- 1.0 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.

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Section 2: Independent Contractor

- 2.0 The parties agree 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.
- 2.1 Consultant agrees that, as an independent contractor, it 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 rendered hereunder.

Section 3: Severability

- 3.0 If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective.

Section 4: Entire Agreement

- 4.0 This Agreement, together with the Proposal and all attachments, shall constitute the entire understanding and agreement between the County and the Consultant, 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.

Section 5: Findings for Recovery

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

Section 6: Campaign Contributions

- 6.0 Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no agency or department of this state or any political subdivision shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the contract includes a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions.
- 6.1 The Consultant, therefore, is required to complete the attached certificate/affidavit entitled "Affidavit/Certification of Compliance with Ohio Revised Code Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit will prevent final approval of this Agreement by the County.

Addendum

We have prepared the following proposal based on our meeting on April 3, 2007 with you and Angela Thomas, review of the documents provided to us and discussions with other Delaware County (the "County") officials involved with DCJFS, its activities, and our understanding of the County's needs.

In summary, the County has questions and/or concerns related to certain processes within DCJFS, specifically the Public Assistance (Income Maintenance) area. Income Maintenance would include Ohio Works First, Food Stamps, and Medicaid. It is also our understanding that the DCJFS has experienced significant staff turnover recently in these areas and that caseloads are a concern. The County would like to have an operational review of the processes above and an analysis of caseloads conducted.

This proposal summarizes our understanding of the scope and objectives of the engagement, including: staffing, estimated timing, hours and fees. Based on the situation described above, it is our understanding that the County wants to proactively conduct this review.

Operations Review Objectives

The nature of this engagement would be considered an operations review, not an audit. The objective of a financial audit is to render an opinion on the fair presentation of an entity's financial statements. The objective of a performance audit is to compare an entity's performance against some standard or benchmark. The overall objectives of an operations review are to assess: the effectiveness of current operating processes, whether resources are being used efficiently and effectively; if operational output is being maximized; and if changes in

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current operating processes could improve efficiency or reduce costs.

DCJFS Operations Review Scope of Services and Objectives

We have summarized below the procedures we would anticipate performing based on our understanding of your needs.

- I. We would perform a review of the current DCJFS application, interview, follow-up and monitoring processes, including but not limited to: reviewing the various forms used by the DCJFS to gather data and process applications, flowcharting work flows, and staff and client interviews.

The objective would be to identify any operational weaknesses or inefficiencies within the current procedures and practices. We will also document and report any internal control weaknesses that come to our attention as result of the procedures performed above.

- II. We will analyze staff turnover, training and caseloads, and compare to peer counties.

The objective would be to determine if DCJFS has appropriate staffing for its current caseload and evaluate opportunities to manage caseloads.

- III. We will assist DCJFS in preparing a revised application, interview, and/or follow-up processes based on our procedures.

The objective would be to develop processes that includes improve operational efficiency and minimize risk.

As part of this engagement it is understood that Burnsteen & Company will conduct interviews, document processes, perform walk-throughs, review case records and other documentation and test a sample of individual cases to assess the DCJFS's current processes. We would also request the assistance of DCJFS's former quality assurance (QA) staff, who now serves in another capacity, during this engagement. A QA staff function will be needed to insure that the revised processes are implemented and maintained.

We estimate that it would take approximately 100-110 hours to perform the work described above related to the DCJFS. But please note that DCJFS will only be billed for the actual hours incurred, in accordance with our billing process as described on page 3.

Professional Staff assigned

Your engagement partner will be Wade Steen, who is licensed to practice as a certified public accountant (CPA) in the State of Ohio. Wade has more than 20 years of experience assisting local governments with operational, financial management, financial reporting and audit issues. Wade has also served as a Deputy State Auditor and Franklin County Treasurer. Wade served on the Franklin County Children Services Board from 1992-1995. He will be assisted by Eric Richter, Consulting Manager, who is a former Income Tax Administrator for Chillicothe and Deputy Franklin County Treasurer. Our Staff's extensive and diverse knowledge of government operations is unmatched. Wade would be directly responsible for all services provided to the County as the engagement partner.

Estimated timing, hours, fees and billing procedure

We can begin providing assistance to the County as soon as authorized by you. We will undertake this engagement with the understanding that staff of the County will be available to meet with us as necessary and respond to questions or inquiries; and that appropriate private workspace will be provided to us in the County administration building during the "fieldwork" stage of the engagement. We anticipate having a draft report of our findings for your review within four weeks of beginning our fieldwork procedures.

Our standard hourly billing rate for this type of engagement is \$125 per hour, but we are willing to reduce our rate to \$105 per hour for this engagement to be of assistance to the County. It is our desire to establish a long-term relationship with the County and continue to be of assistance to you in various other consulting matters. The only out-of-pocket expenses we anticipate incurring are mileage and long distance charges which will be billed at the actual cost incurred by us or the County's standard per diem for those costs, whichever is less, and not "marked up".

We estimate the hours and professional fees for the review of DCJFS, as described within this proposal, to be 100-105 and \$10,500-\$11,025 respectively. We estimate out-of-pocket expenses not to exceed \$300. Our invoices for services will be rendered bi-monthly as work progresses and are payable on presentation. Our invoice will describe the work performed and the staff member(s) who performed the work. We believe billing in this manner allows you to more effectively monitor the progress of your engagement. In accordance with our firm policies, work may be suspended if your account becomes more than 30 days delinquent and will not resume until your account is paid in full. If we elect to terminate our services for nonpayment, you will be obligated to compensate us for all time incurred through the date of termination.

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We greatly appreciate the opportunity to assist you and believe this letter accurately summarizes our understanding of the County’s needs and terms of your engagement. If we have not accurately described the engagement or your needs please contact us so that we may amend this proposal to your satisfaction. If you would like to discuss the terms of this agreement in more detail, please contact me directly at (614) 228-9233. If the terms of the engagement as described in this proposal meet your satisfaction, please sign and return one copy to us so that we may begin our procedures.

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

RESOLUTION NO. 07-509

IN THE MATTER OF APPROVING AMENDMENTS TO CHILD CARE CONTRACTS BETWEEN THE DELAWARE COUNTY COMMISSIONERS, JOB AND FAMILY SERVICES AND CHILD CARE PROVIDES AS LISTED BELOW:

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

Carolyn Chute – Amendment No. 1

This amendment, effective May 1, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Carolyn Chute entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

(1)	<u>Basic Rates:</u>				
		Full Time	Part Time	Hourly	
	Infants	\$ 147.34	\$ 108.33	\$ 5.17	
	Toddlers		\$ 143.00	\$ 110.72	\$ 5.12
	Pre-School	\$ 132.58	\$ 112.42	\$ 5.77	
	Schoolage	\$ 118.55	\$ 89.61	\$ 5.28	
	Summer Schoolage	\$ 130.73	\$ 94.82	\$ 6.08	
	(summer rates are only for the summertime off school only used during the months of: May, June, July, August & September).				

This agreement signed on the 1st day of May, 2007.

Dawnya Coleman – Amendment No. 1

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

Article 4. Cost and Delivery of Purchased Services:

(1)	<u>Basic Rates:</u>				
		Full Time	Part Time	Hourly	
	Infants	\$ 147.34	\$ 108.33	\$ 5.17	
	Toddlers		\$ 143.00	\$ 110.72	\$ 5.12
	Pre-School	\$ 132.58	\$ 112.42	\$ 5.77	
	Schoolage	\$ 118.55	\$ 89.61	\$ 5.28	
	Summer Schoolage	\$ 130.73	\$ 94.82	\$ 6.08	
	(summer rates are only for the summertime off school, only used during the months of: May, June, July, August and September).				

This agreement signed on the 1st day of May, 2007.

Melody Emmons – Amendment No. 1

This amendment, effective May 1, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Melody Emmons entered into on the 12th day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

Payment Rates:

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(1) Basic Rates:

	<u>Full Time</u>	<u>Part Time</u>	<u>Hourly</u>	
Infants	\$ 88.40	\$ 65.00	\$ 3.10	
Toddlers		\$ 85.80	\$ 66.43	\$ 2.93
Pre-School	\$ 79.55	\$ 67.45	\$ 3.46	
Schoolage	\$ 71.13	\$ 53.77	\$ 3.17	
Summer Schoolage	\$ 78.44	\$ 56.93	\$ 3.65	

This agreement signed on the 1st day of May 2007.

Patrica Jones – Amendment No. 1

This amendment, effective May 1, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Patricia Jones entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

(1) Basic Rates:

	<u>Full Time</u>	<u>Part Time</u>	<u>Hourly</u>
Infants	\$ 147.34	\$ 108.33	\$ 5.17
Toddler	\$ 143.00	\$ 110.72	\$ 4.88
Pre-School	\$ 132.58	\$ 112.42	\$ 5.77
Schoolage	\$ 118.55	\$ 89.61	\$ 5.28
Summer Schoolage	\$ 130.73	\$ 94.89	\$ 6.08

(summer rates are only for the summertime off school, only used during the months of: May, June, July, August and September).

This agreement signed on the 1st day of May,2007.

Sandra McConnell – Amendment No. 1

This amendment, effective May 1, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Sandra McConnell entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

(1) Basic Rates:

	Full Time	Part Time	Hourly
Infants	\$ 147.34	\$ 108.33	\$ 5.17
Toddlers	\$ 143.00	\$ 110.00	\$ 4.88
Pre-School	\$ 132.58	\$ 105.00	\$ 5.50
Schoolage	\$ 118.55	\$ 89.61	\$ 5.25
Summer Schoolage	\$ 130.73	\$ 94.89	\$ 5.25

(summer rates are only for the summertime off school, only used during the months of: May, June, July, August & September).

This agreement signed on the 1st day of May, 2007.

Samantha Ortiz – Amendment No. 1

This amendment, effective May 1, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Samantha Ortiz entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

(1) Basic Rates:

	<u>Full Time</u>	<u>Part Time</u>	<u>ourly</u>	
Infants	\$ 147.34	\$ 108.33	\$ 5.17	
Toddlers		\$ 143.00	\$ 110.72	\$ 4.88
Pre-School	\$ 132.58	\$ 112.42	\$ 5.77	
Schoolage	\$ 118.55	\$ 89.61	\$ 5.28	
Summer Schoolage	\$ 130.73	\$ 94.89	\$ 6.08	

(summer rates are only for the summertime off school, only used during the months of: May, June, July, August & September).

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This agreement signed on the 1st day of May, 2007.

Nicole Tejada – Amendment No. 1

This amendment, effective May 1, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Nicole Tejada entered into on the 1st day of May, 2007.

Article 4. Cost and Delivery of Purchased Services:

(1) Basic Rates:

	Full Time	Part Time	Hourly
Infants	\$ 147.34	\$ 108.33	\$ 5.17
Toddler	\$ 143.00	\$ 110.72	\$ 5.12
Pre-School	\$ 132.58	\$ 112.42	\$ 5.77
Schoolage	\$ 118.55	\$ 89.61	\$ 5.28
Summer Schoolage	\$ 130.73	\$ 94.82	\$ 6.08

(summer rates are only for the summertime off school, only used during the months of: May, June, July, August and September).

This agreement signed on the 1st day of May, 2007.

Kimberly VanDyke – Amendment No. 1

This amendment, effective May 1, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kimberly VanDyke entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

(1) Basic Rates:

	Full Time	Part Time	Hourly
Infant	\$ 147.34	\$ 108.33	\$ 5.17
Toddler	\$ 143.00	\$ 110.72	\$ 4.88
Pre-School	\$ 132.58	\$ 112.42	\$ 5.77
Schoolage	\$ 118.55	\$ 89.61	\$ 5.28
Summer Schoolage	\$ 130.73	\$ 94.89	\$ 6.08

(summer rates are only for the summertime off school, only used during the months of: May, June, July, August & September).

This agreement signed on the 1st day of May, 2007.

Donna Messmer-Wyrick – Amendment No. 1

This amendment, effective May 1, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Donna Messmer-Wyrick entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

. Payment Rates:

(1) Basic Rates:

	Full Time	Part Time	Hourly
Infants	\$ 88.40	\$ 65.00	\$ 3.10
Toddler	\$ 85.80	\$ 66.43	\$ 2.93
Pre-School	\$ 79.55	\$ 67.45	\$ 3.46
Schoolage	\$ 71.13	\$ 53.77	\$ 3.17
Summer/Schoolage	\$ 78.44	\$ 56.93	\$ 3.65

This agreement signed on the 1st day of May 2007.

Karen Bumpus – Amendment No. 1

This amendment, effective May 1, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Karen Bumpus entered into on the 1st day of

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January, 2007.

Article 4. Cost and Delivery of Purchased Services:

Payment Rates:

(1) Basic Rates:

	<u>Full Time</u>	<u>Part Time</u>	<u>Hourly</u>
Infants	\$ 82.61	\$ 58.70	\$ 2.88
Toddlers	\$ 76.99	\$ 56.51	\$ 2.51
Pre-School	\$ 75.16	\$ 49.81	\$ 2.30
Schoolage	\$ 75.73	\$ 43.20	\$ 2.13
Summer/Schoolage	\$ 77.31	\$ 47.53	\$ 2.13

This agreement signed on the 2nd day of April 2007.

Erin Coomes – Amendment No. 1

This amendment, effective May 1, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Erin Coomes entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

(1) Basic Rates:

	<u>Full Time</u>	<u>Part Time</u>	<u>Hourly</u>
Infants	\$ 147.34	\$ 108.33	\$ 5.17
Toddlers	\$ 143.00	\$ 110.72	\$ 4.88
Pre-School	\$ 132.58	\$ 112.42	\$ 5.77
Schoolage	\$ 118.55	\$ 89.61	\$ 5.28
Summer Schooage	\$ 130.73	\$ 94.89	\$ 6.08

(summer rates are only for the summertime off school. Only used during the months of: May, June, July, August & September).

This agreement signed on the 1st day of May, 2007.

Leslie Kanniard – Amendment No. 1

This amendment, effective May 1, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Leslie Kanniard entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

(1) Basic Rates:

	<u>Full Time</u>	<u>Part Time</u>	<u>Hourly</u>
Infants	\$ 147.34	\$ 108.33	\$ 5.17
Toddler	\$ 143.00	\$ 110.72	\$ 4.88
Pre-School	\$ 132.58	\$ 112.42	\$ 5.77
Schoolage	\$ 118.55	\$ 89.61	\$ 5.28
Summer Schoolage	\$ 130.73	\$ 94.89	\$ 6.08

(summer rates are only for the summertime off school, only used during the months of: May, June, July, August & September).

This agreement signed on the 1st day of May, 2007.

Atanya Brown – Amendment No. 1

This amendment, effective May 1, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Atanya Brown entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

(1) Basic Rates:

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	Full Time	Part Time	Hourly	
Infants	\$ 147.34	\$ 108.33	\$ 5.17	
Toddlers		\$ 143.00	\$ 110.72	\$ 5.12
Pre-School	\$ 132.58	\$ 112.42	\$ 5.77	
Schoolage	\$ 118.55	\$ 89.61	\$ 5.28	
Summer Schoolage	\$ 130.73	\$ 94.82	\$ 6.08	
(summer rates are only for the summer time off school, only used during the months of: May, June, July, August & September).				

This agreement signed on the 1st day of May, 2007.

Brianna Kinniard – Amendment No. 1

This amendment, effective May 1, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Brianna Kinniard entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

(1) Basic Rates:

	Full Time	Part Time	Hourly	
Infants	\$ 147.34	\$ 108.33	\$ 5.17	
Toddlers		\$ 143.00	\$ 110.72	\$ 4.88
Pre-School	\$ 132.58	\$ 112.42	\$ 5.77	
Schoolage	\$ 118.55	\$ 89.61	\$ 5.28	
Summer Schoolage	\$ 130.73	\$ 94.89	\$ 6.08	
(summer rates are only for the summertime off school, only used during the months of: May, June, July, August and September).				

This agreement signed on the 1st day of May, 2007.

Donna Teegarden – Amendment No. 1

This amendment, effective May 1, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Donna Teegarden entered into on the 1st day of January 2007.

Article 4. Cost and Delivery of Purchased Services:

(1) Basic Rates:

	Full Time	Part Time	Hourly	
Infant	\$ 147.34	\$ 108.33	\$ 5.17	
Toddler	\$ 143.00	\$ 110.72	\$ 4.88	
Pre-School	\$ 132.58	\$ 112.42	\$ 5.77	
Schoolage	\$ 118.55	\$ 89.61	\$ 5.28	
Summer Schoolage	\$ 130.73	\$ 94.89	\$ 6.08	
(summer rates are only for the summertime off school, only used during the months of: May, June, July, August & September).				

This agreement signed on the 1st day of May, 2007.

Yvette Bradley – Amendment No. 1

This amendment, effective April 13, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Yvette Bradley 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 \$5,000 to \$10,000.

This agreement signed on the 13th day of April, 2007.

Marchelle Jackson – Amendment No. 1

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This amendment, effective May 1, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Marchelle Jackson entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

(1) Basic Rates:

	Full Time	Part Time	Hourly
Infants	\$ 147.34	\$ 85.00	\$ 5.17
Toddlers	\$ 143.00	\$ 75.00	\$ 4.88
Pre-School	\$ 132.58	\$ 75.00	\$ 5.77
Schoolage	\$ 118.55	\$ 75.00	\$ 5.28
Summer Schoolage	\$ 125.00	\$ 75.00	\$ 5.28

(summer rates are only for the summertime off school, only used during the months of: May, June, July, August & September).

This agreement signed on the 1st day of May, 2007.

Nancy Lucas – Amendment No. 1

This amendment, effective May 1, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Nancy Lucas entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

(1) Basic Rates:

	Full Time	Part Time	Hourly
Infant	\$ 147.34	\$ 108.33	\$ 5.17
Toddler	\$ 143.00	\$ 110.72	\$ 4.88
Pre-School	\$ 132.58	\$ 112.42	\$ 5.77
Schoolage	\$ 118.55	\$ 89.61	\$ 5.28
Summer Schoolage	\$ 130.73	\$ 94.89	\$ 6.08

(summer rates are only for the summertime off school, only used during the months of: May, June, July, August & September).

This agreement signed on the 1st day of May, 2007.

Nichole Otten – Amendment No. 1

This amendment, effective May 1, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Nichole Otten entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

(1) Basic Rates:

	Full Time	Part Time	Hourly
Infant	\$ 147.34	\$ 108.33	\$ 5.17
Toddler	\$ 143.00	\$ 110.72	\$ 4.88
Pre-School	\$ 132.58	\$ 112.42	\$ 5.77
Schoolage	\$ 118.55	\$ 89.61	\$ 5.28
Summer Schoolage	\$ 130.73	\$ 94.89	\$ 6.08

(summer rates are only for the summertime off school, only used during the months of: May, June, July, August & September).

This agreement signed on the 1st day of May, 2007

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

RESOLUTION NO. 07-510

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

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

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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
Adventure Academy 89 Cheshire Street Delaware, Ohio	Toddler	\$155.00	\$ 132.80	\$ 8.15
	Preschool	\$140.00	\$ 102.58	\$ 5.84
	Schoolage	\$140.00	\$ 102.58	\$ 5.84

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

RESOLUTION NO. 07-511

7:30 PM - PUBLIC HEARING #1 FOR THE CONSIDERATION OF APPROVING REPLACEMENT SALES AND USE TAXES:

It was moved by Mr. Jordan, seconded by Mr. Ward to open the hearing at 7:38PM.

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

RESOLUTION NO. 07-512

IN THE MATTER OF CLOSING PUBLIC HEARING #1 FOR THE CONSIDERATION OF APPROVING REPLACEMENT SALES AND USE TAXES:

It was moved by Mr. Ward, seconded by Mr. Jordan to close the hearing at 9:13PM.

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

RESOLUTION NO. 07-513

IN THE MATTER OF APPROVING THE QUARTERLY REPORT AND TRANSFER OF FUNDS FOR THE BYRNE GRANT FOR DAY REPORTING FOR ADULT COURT SERVICES:

Copy of report available in the Commissioners office until no longer of Administrative Value).

Transfer of Funds		Amount
From	To	
10022202-5801	25822305-4601	
Adult Court Services/Transfers	Day Report Grant/Interfund Revenue	\$ 12,500.00
Transfer of Appropriation		
From	To	
10022202-5801	10022202-5260	
Adult Court Services/Transfers	Adult Court Services/Inventoried Tools	2000.00

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

RESOLUTION NO. 07-514

IN THE MATTER OF APPROVING MODIFICATIONS TO THE PROCUREMENT CARD PROGRAM:

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

Delaware County Procurement Card Program

Background

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Procurement cards are designed to make small-dollar purchases in a manner that reduces paperwork and processing time. This program is an alternative to the traditional purchasing process and can significantly reduce the number of purchase orders and payments processed. The program can also help minimize or eliminate the need for the use of personal funds reimbursed by expense report.

Benefits include an expanded list of merchants from whom purchases can be made, accelerated payment to the vendor, expedited delivery of goods, reduced paperwork, lower overall transaction processing costs per purchase, and the ability to set and control purchasing dollar limits.

Authority

Ohio Revised Code (ORC) Section 301.29 permits counties to use procurement cards. The Board of County Commissioners, with the advice of the County Auditor, shall formulate the policy for the use of the cards. The policy, which will be adopted by the Board through resolution, shall set limits for, among other things, spending, card activity and allowable expenditures. It shall also establish administrative controls that the Board determines, after consulting with the County Auditor, will be sufficient for use of a procurement card. The County Auditor shall develop internal accounting controls in consultation with the Auditor of State.

General Information

The procurement card program is not intended to and, pursuant to ORC 301.29(E)(3), shall not be used to avoid or bypass the competitive bid requirements of ORC 307.86. Further the procurement card program is not intended to avoid or bypass the appropriation of fund process, approval process (including Data Board approval, as applicable), or payment process. Rather, the program compliments the established and existing processes. Expenditures may not exceed appropriations under any circumstances.

Items and/or services purchased through the procurement card program are only for the official use of Delaware County. The card can be used for in-store purchases as well as mail, e-mail, Internet, telephone and fax orders. It is not and under no circumstances is to be used as an ATM (automated teller machine) card, a debit card, or for cash advances. The card is not to be used for personal or non-work-related purchases.

A "cardholder" is a county employee who has been approved by an appointing authority to pay for certain work-related expenses with a procurement card. The cardholder is responsible for the security and physical custody of the card, and is accountable for all transactions made with the card. The cardholder must comply with the program's record-keeping requirements (including retention of original receipts) for the protection of both the cardholder and the County. The cardholder is also responsible for timely reconciliation of the billing statement. Cardholders, as well as other County employees, have a responsibility to report instances of fraudulent use of a card and/or where the County's established procurement card policies and procedures are not being followed.

The card program carries corporate (County), not individual liability; however, **individual liability is imposed for inappropriate use**. Pursuant to the procedure established in ORC 301.29(G)(4), if the County Auditor determines that the cardholder has used the procurement card beyond the appropriated or authorized amount or for an inappropriate or unlawful purpose, the County Auditor shall immediately notify the Board of County Commissioners. When the Board determines that the County Treasury should be reimbursed for procurement card expenditures beyond the appropriated or authorized amount as provided in this policy or ORC 301.29, it shall give written notice to the County Auditor, the appointing authority who authorized the card, and the cardholder. If within thirty (30) days after issuance of this written notice, the County Treasury is not reimbursed for the full amount shown on the written notice, the Prosecuting Attorney shall recover that amount from the cardholder by civil action in any court of appropriate jurisdiction.

The cardholder's personal credit history is not impacted in any way by participating in the program, and credit checks are not done on individual cardholders. Billings for authorized purchases made within the limits of appropriated amounts will be paid using County funds.

Policies and Procedures

1. Selection of the procurement card issuer

The procurement card provider will be selected consistent with the procedure outlined in ORC 301.29(C)(3) and the County's competitive bid process. As part of the evaluation process, the contractor's ability to support the County will be assessed in the following areas:

- Maximum practical use of the procurement card to make low-dollar value, high-volume purchases of goods and services as well as to pay for travel-related expenses
- Maximum return to the County in the form of a rebate/revenue-sharing/travel awards program

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- Minimal cost (such as no annual fees, no interest charged on current balances and minimal fixed fees, transaction fees and late payment charges)
- A comprehensive loss/disaster recovery plan
- Internet-based/online program administration including workflow processes for card application, approval, suspension and cancellation; maintenance of cardholder profiles; control of approved merchant commodity codes; transaction reporting; account review and reconciliation
- Standard and custom reporting capabilities
- Support for the County’s 1099 reporting requirements
- Ability to directly upload transactional data into the County’s accounting system
- Ability for the County to pay the card issuer electronically
- Outstanding customer service through a toll-free, 24 hour, 365 day-a-year telephone number
- Recognizable card including County’s name, logo and phrase “For Official Use Only – Tax Exempt” printed on the face, and a toll-free customer service telephone number printed on the back

The Board of County Commissioners shall determine upon the advice of the County Auditor and the County Treasurer whether to contract with any one or more issuers that submit a timely proposal that meets the needs of the County. No contract should be entered by the Board until the Board through resolution adopts these or other guidelines, either of which shall be consistent with ORC 301.29(C)(1) and (2) and shall set the intent for and policy for use of the procurement cards. After such guidelines have been adopted and an issuer has been selected, a written contract will be signed between the Board and the successful bidder. The agreement will include fee schedules, processing procedures, and rights and responsibilities of both parties.

2. Agencies’ policies

Pursuant to ORC 301.29(F)(2), an elected official or the Board of a County Agency may apply to the Board of County Commissioners for authorization to have an employee under their authority use a procurement card held by that appointing authority or Board of a County Agency to pay for specific classes of work-related expenses or to use a specific procurement card for any work-related expenses, without submitting a monthly estimate of the officer’s or employees work-related expenses. A participating agency, however, must first adopt a formal policy concerning use of the procurement card that is specific to the agency’s needs. Copies of such policies shall be provided to the Board of County Commissioners and the County Auditor.

3. Designation of the program contact and agency coordinators

The Board of County Commissioners and the County Auditor’s Fiscal Office will be the primary point of contact for the procurement card program. The County Auditor’s office will be responsible for the certification of funds, the ordering and distributing of cards, and for program compliance. Specific duties of the County Auditor’s Office include but are not limited to troubleshooting problems encountered with card use or vendor authorization, and following up on lost or stolen cards. The Commissioners Office and Auditor’s Office will provide training for department coordinators and cardholders.

In addition, each County office or agency that participates in the procurement card program will name a program coordinator for their respective office or agency (“Coordinator”). The Coordinator will be responsible for processing cardholder applications, suspensions, and cancellations; resolving disputes with merchants; reviewing and reconciling card activity; and maintaining cardholder profiles for the agency’s card(s). The Department Coordinator will be designated when the application for the card is approved by the Board of County Commissioners. The Department Coordinator may not be a cardholder.

4. Establishment of card limits

Individual procurement cards are subject to the following maximum limits:

1. Daily spending per card:	\$5,000
2. Monthly spending per card:	\$10,000
3. Single transaction limit:	\$5,000
4. Daily number of transactions per card:	10
5. Monthly number of transactions per card:	50

Exception: Approve special card for specific purpose (i.e. utilities).

Purchases may not be split to bypass the single transaction limit.

Through the cardholder application process, agencies will define limits for specific cardholders, not to exceed the limits established above.

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5. Designation of allowed/prohibited transactions

The card may be appropriately used to purchase the following:

- Office Supplies
- Computer supplies, software
- Building maintenance materials and supplies
- Authorized travel expenses
- Fuel purchases approved as part of travel expenses
- Maintenance contracts
- Existing software tech support
- Internet, Cable, Phone, Gas, Electric and Water service
- Approved Bureau of Workers Compensation payments

The card may not be used to pay for the following:

- Capital equipment
- Services that are 1099 eligible
- Entertainment/Recreation
- Adult publications/entertainment
- Long-distance telephone charges
- Alcoholic beverages
- Gratuity (tips)
- Any merchant, product, or service normally considered inappropriate by County standards

ATM, cash advances, and all other cash-related transactions are strictly prohibited.

No late charges or finance charges shall be permitted as allowable expenses.

Purchases cannot be used in any manner to circumvent competitive bidding requirements for purchases and contracts over \$25,000.

Purchases by a cardholder for another office/department, other than the Org Key approved on the Procurement Card application, must have an approved one-time specific purchase order prior to the purchase being made. An office/department cannot have a blanket purchase order for use by a cardholder outside their appointing authority.

Through the cardholder application process, agencies will define allowed merchant commodity codes for specific cardholders within the parameters established above.

Any use of a procurement card outside of or inconsistent with the above defined appropriate uses will be considered an unauthorized use of the card unless the procedures outlined in ORC 301.29 are followed (ie: nature and estimate of amount of purchase are submitted and pre-approved by the Board of County Commissioners).

6.Sales and use tax

Purchases made with the County procurement card are tax-exempt. The name of the County agency and the words "tax-exempt" will be on each card.

If tax is charged inappropriately, the agency should present a tax exemption certificate to the vendor, and receive a credit for the unnecessary tax.

7.Application for procurement card and subsequent profile changes

The Coordinator will prepare the application, obtain written approval of the proposed cardholder as well as the elected official or Board of the County Agency, and forward it to the Board of County Commissioners for their approval. Consistent with sections 4 and 5 above, the application will specify monetary and transaction limits, as well as approved merchant commodity codes for the individual cardholder.

After the application is approved, the Auditor's office will submit the application to the card issuer who will assign a card number. The card will be issued in the designated individual's name, with the appointing authority's or Board of a County Agency's name clearly indicated as the buyer on the card.

Once a card has been issued, an agency may later wish to modify the card's limits such as adding approved merchant commodity codes or raising the daily dollar limit. Any changes or updates to a cardholder's name, spending limits, or merchant commodity codes should be initiated by the Coordinator, approved by the elected official or Board of a County Agency and submitted to the Board of County Commissioners for their approval.

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8. Cardholder acknowledgment and responsibilities

The cardholder is responsible for the physical custody of the card, and for maintaining confidentiality of all information relating to the card such as the account number and expiration date. **The card is not to be loaned to anyone or used by anyone except the officer or employee to whom it was issued.**

A cardholder is responsible for any and all improper, fraudulent, or inappropriate use of the card. Use of a county procurement card for any use other than an authorized or permitted use allowed under ORC 309.29(B) is a violation of law for purposes of ORC 2913.21.

No late charges or finance charges shall be permitted as allowable expenses.

Individual liability is imposed for inappropriate use. Pursuant to the procedure established in ORC 301.29(G)(4), if the County Auditor determines that the cardholder has used the procurement card beyond the appropriated or authorized amount or for an inappropriate or unlawful purpose, the County Auditor shall immediately notify the Board of County Commissioners. When the Board determines that the County Treasury should be reimbursed for procurement card expenditures beyond the appropriated or authorized amount as provided in ORC 301.29 or this policy, it shall give written notice to the County Auditor, the appointing authority who authorized the card, and the cardholder. If within thirty (30) days after issuance of this written notice, the County Treasury is not reimbursed for the full amount shown on the written notice, the Prosecuting Attorney shall recover that amount from the cardholder by civil action in any court of appropriate jurisdiction.

After the card is issued, the cardholder and the agency coordinator will meet with the Auditor's office to acknowledge receipt of the card and to assure that the cardholder understands the intent of the program and agrees to adhere to the policy and guidelines established by the Commissioners as well as those established by the cardholder's appointing authority. The cardholder will be required to sign a written acknowledgment of receipt of the card and understanding of the applicable policies. The Auditor's office will retain the signed acknowledgment and will forward a copy to the appointing authority or Board of a County Agency.

9. Making purchases; record-keeping

a. Purchase orders

An encumbrance must be established for each card through a purchase order. The purchase order amount should be set based on the monetary and transaction limits established for the card and projected spending. This helps ensure that expenditures do not exceed available appropriations.

b. Original receipts

When making a purchase, the cardholder shall obtain and retain the original receipt. Every effort should be made to ensure that the receipt contains the vendor's name, date of purchase, itemized description of purchase, per unit price and extended price. The cardholder will match and attach receipts to billing statements as part of the account reconciliation. **A cardholder will be held personally liable for missing receipts and may be required to reimburse the county for those billed purchases for which a receipt is not or cannot be produced.**

c. Internet, telephone and fax purchases

Procurement cards may be used to purchase goods over the Internet, telephone, or fax. These purchases must be evidenced by written order confirmation along with either the original packing slip that accompanied the purchased goods or an itemized receipt.

When using the Internet, the cardholder must make sure the web site where the card information is being placed is secure, and that all account numbers are encrypted while being passed electronically. A cardholder can determine if the web site address is secure in two ways:

- (1) An Internet web site is secure when the address changes from <http://www> to <https://www>. The "s" stands for secure.
- (2) symbol resembling a "lock" will appear at the bottom of the browser. The "lock" symbol signifies that the web site is secure and that all card numbers will be encrypted when passed.

Cardholders will be held responsible for all orders placed, even those with vendors that turn out not to be legitimate businesses.

The cardholder should inform the vendor that the purchase will be paid through the County procurement card, and that the purchase is tax exempt. The cardholder should also ensure the vendor will comply with the requirements of items c (above), and e and f (below).

d. Declined attempts

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The procurement card will be declined if one of the embedded limits is exceeded, if the merchant commodity code is blocked, if the card issuer has a security concern because of a spending pattern, or, sometimes if the “bill to” address does not match the “ship to” address. The Coordinator should be notified if a purchase is denied.

e. Agent, acceptance or service fees

Some companies charge an agent, acceptance or service fee in order to process a credit card charge. If the fee is disclosed upfront, the allowable dollar limit on the fee is five percent of the total bill, not to exceed \$25.00. If the fee is not disclosed upfront, the fee needs to be disputed immediately, regardless of the fee amount. If the purchase is being made on state term or countywide contract, the vendor is prohibited from charging additional fees for use of a procurement card. The Coordinator and/or Auditor’s office should be notified immediately of this breach of contract.

f. Vendor invoices

The card issuer will pay the vendor and the County will pay the card issuer. Vendors should not invoice the cardholder for purchases made with the procurement card. However, the cardholder must always receive an itemized receipt or order confirmation.

g. Purchasing log

Each cardholder will maintain a purchasing log. The log records the transaction date, vendor name, the merchandise purchased, dollar value of sale, how the order was placed (via Internet, phone, fax, mail or in person) and state term, countywide or individual contract number (if applicable). A separate line is required for each purchase. The receipt for each purchase must be stapled to the log to expedite reconciliation with the billing statement. The log must be reviewed and signed by a supervisor or someone designated by the appointing authority. Cardholders cannot review and authorize their own purchasing logs.

h. Monitoring card activity

Certain County employees, such as the County Administrator, the County Auditor’s staff, and the Coordinator will have access to view and monitor card activity. This review can occur at any time.

10. Account reconciliation and payment of procurement card billing

Each cardholder or Coordinator will receive a statement identifying all transactions made during the billing cycle. The cardholder will reconcile the statement’s accuracy against the purchasing log and receipts. Payment cannot be made until the cardholder confirms receipt of the goods or services. A quote or backorder notice is not substantive evidence of the occurrence of the transaction.

The appointing authority or their designee is responsible for reviewing the log for the appropriateness of purchases made with the card and for approving each statement for each cardholder under their supervision. The approval must be evidenced by the approver’s signature. Once approved for payment, the agency must submit the original statement, purchasing log and supporting receipts to the County Auditor’s office. The County Auditor will issue payment, either by warrant or electronically.

Timely completion of the reconciliation is imperative to avoid interest charges. The reconciliation process must be completed within five business days of receiving the cardholder statement. If this time frame cannot be met for any reason, the Coordinator must notify the County Auditor’s office.

There may be occasions when an item on the billing statement does not match the purchasing log entry and/or retained receipt. For instance, the amount may be incorrect. Under such circumstances the inaccuracy must be investigated to attempt reconciliation.

11. Returns, credits and dispute resolution

Sometimes, there is a problem with a purchased item or service. Examples include, but are not limited to, broken merchandise, the billed amount does not match the quote, the billed amount includes sales tax, the statement contains a charge not recognized by the cardholder, or the statement contains duplicate charges from a vendor. In these instances, the cardholder should try to resolve the dispute with the supplier or merchant. If the purchased item needs to be returned to the supplier for any reason, a credit should be given to the procurement card account. The Coordinator should be notified so they can verify that the credit appears on a subsequent statement. The cardholder cannot accept cash or a rain check instead of a vendor credit.

If the dispute cannot be resolved, the cardholder should contact the Auditor’s office, who will work with the card issuer to resolve the dispute.

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12. Late fees or finance charges

No late fees or finance charges shall be paid unless authorized by the Board of County Commissioners.

13. Lost or stolen cards

If the card is lost or stolen, the cardholder must notify the card issuer immediately. Upon receipt of the phone call, further use of the card will be blocked. Prompt action will reduce the liability for fraudulent charges. The cardholder must confirm the phone call by written notification to the card issuer via mail or fax, with copies to the Coordinator and the County Auditor's office. The date and time of the phone report of the lost or stolen card should be included in the written notification. The Auditor's office will initiate issuance of a replacement card.

14. Suspension or cancellation of card

The Commissioners office reserves the right to cancel a cardholder account at anytime due to violation of card policy. Cardholders who terminate their employment or whose job duties change and no longer include purchasing must surrender the card immediately. The Coordinator must obtain the cards and forward them to the Auditor's Office for cancellation. Cardholders on extended leave or reassignment may have their card suspended. Intentional use of the card for personal purchases or for purchases made in violation of County policy will result in immediate card cancellation. When and if necessary, the Auditor's Office will initiate suspension or cancellation of the card, and will notify the Board of County Commissioners and department coordinator.

15. Penalties for improper use of card

The card is to be used only by the cardholder to pay for authorized, work-related expenses. The cardholder is not allowed to lend the card to someone else. The card may not be used to pay for personal transactions. Improper use of the card can be considered misappropriation of County funds. This may result in disciplinary action up to and including termination of employment. Improper use can result in immediate cancellation of the cardholder's account. In addition, the cardholder is personally liable for payment of improper purchases, and subject to criminal prosecution.

16. Training

All cardholders and agency coordinators must attend scheduled trainings provided by a representative of the Board of County Commissioners and the County Auditor's Fiscal Department on the policies and procedures associated with the County's procurement card program. They must be informed on all sources of information relevant to the program.

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

RESOLUTION NO. 07-515

IN THE MATTER OF CANCELING THE THURSDAY MAY 3, 2007 COMMISSIONERS' SESSION:

It was moved by Mr. Ward, seconded by Mr. Jordan to cancel the May 3, 2007 Commissioners' Session.

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

RESOLUTION NO. 07-516

IN THE MATTER OF APPROVING A REQUEST FROM THE CHILD SUPPORT ENFORCEMENT AGENCY TO SUBMIT A GRANT PROPOSAL TO THE U. S. DEPARTMENT OF HEALTH AND HUMAN SERVICES ADMINISTRATION FOR CHILD AND FAMILIES SPECIAL IMPROVEMENT PROJECT:

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

Funding Opportunity Number: HHS-2007-ACF-OCSE-FI-0005,

CFDA Number: 93.601.

The Priority Area for the project is Priority Area 3:

Initiating Child Support and Court Collaboration to Improve Client Outcomes and Operating Efficiency for Both Entities.

This project involves the collaboration of the Delaware County Child Support Enforcement Agency and the Delaware County Court of Common Pleas, Juvenile Division to provide a multi-disciplinary program of

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education, mediation and community service referral (including job assistance and placement) and monitoring to improve child support collection in these cases and reduce the need for court enforcement action.

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

RESOLUTION NO. 07-517

IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR A SPECIFIC EXPENSE NOT DESIGNATED AND ABOVE THE LIMIT ESTABLISHED BY THE PROCUREMENT CARD POLICY:

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

- WHEREAS, pursuant the Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30th, 2004, adopted a policy for the use of County Procurement Cards, And;
- WHEREAS, the appointing authority for the procurement card being the Board of Commissioners has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2). And;
- WHEREAS, the Ohio Bureau of Worker’s Compensation accepts electronic payments. And;
- WHEREAS, the payment of Worker’s compensation is not a designated allowed expense and is over the spending and transaction limits as set by the Procurement Card Policy.
- NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, authorize the use of the procurement card to be issued to Dawn Huston for the 2007 payments to the Ohio Bureau of Worker’s Compensation at a limit up to \$755,000.00 and with no other allowable expenses as set within the policy and all other policy spending limits restricted.

FURTHER BE IT RESOLVED, that Lisa Iannotta is named the Procurement Card Coordinator for the Human Resources Department.

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

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

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Letha George, Clerk to the Commissioners