

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 7, 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

1:00 PM Prosecutor Session
7:30 PM Public Hearing #2 For The Consideration Of Approving Replacement Sales And Use Taxes

RESOLUTION NO. 07-518

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL; FOR PENDING OR IMMINENT LITIGATION AND FOR LAND ACQUISITION:

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn into Executive Session at 1:05PM.

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

RESOLUTION NO. 07-519

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn out of Executive Session at 2:15PM.

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

PUBLIC COMMENT

Auditor Todd Hanks-the BMV was named #1 in the State for Organ Site Donations

RESOLUTION NO. 07-520

IN THE MATTER OF RECOGNIZING MAY AS FOSTER CARE MONTH IN DELAWARE COUNTY:

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

FOSTER CARE MONTH
MAY 2007

Whereas, “You Can Change a Lifetime,” is the theme for Foster Care Month;

Currently 10,674 foster families provide safety, security and stability to Ohio’s 18,440 children in need of foster care;

Whereas, over 1,000 young adults age out of care per year in the state of Ohio and more support and resources are available to launch young adults into successful adulthood;

Whereas, families are the primary source of love, identity, self-esteem and support, the very foundation of our communities and our state;

More foster and adoptive families are needed to open their homes and hearts and offer help to children whose families are in crisis;

Whereas, Foster families and kinship care play a vital role helping children and families heal and reconnect;

Whereas, the Ohio Department of Job and Family Services, Delaware County Department of Job and Family Services and other public and private child caring agencies work diligently to ensure that all Ohio’s children have temporary or permanent, safe and loving homes and work to increase public awareness of the importance of foster care and adoption;

NOW, THEREFORE, WE, THE COMMISSIONERS DESIGNATE THE MONTH OF MAY AS FOSTER CARE AND ADOPTION RECOGNITION AND RECRUITMENT MONTH

And urge all citizens to recognize the valuable service of foster and adoptive families, and participate in a positive way that will help children and youth in foster care.

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 7, 2007

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

RESOLUTION NO. 07-521

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE
PROCEEDINGS FROM REGULAR MEETING HELD APRIL 30, 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 30, 2007 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 07-522

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF
WARRANTS IN BATCH NUMBERS CMAPR054 AND MEMO TRANSFERS IN BATCH NUMBERS
MTAPR054:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR054, memo transfers in batch numbers MTAPR054 and Purchase Orders and Vouchers as listed:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO’s			
Downes, Hurst & Fishel	Professional Services	66290401-5361	\$ 5,748.03
Henry P. Thompson Co.	Equipment Repair Parts	66290402-5270	\$ 9,419.26
Santex Environmental	Tip Fee For Sludge	66290403-5380	\$ 16,207.95
Polydyne Inc.	Polymer for Alum Creek & OECC	66290402-5290	\$ 17,336.00
F. F. Leonard	Boiler Replacement/Jail	40111402-5410	\$ 5,500.00
Bellefaire JCB	Residential Treatment	22511607-5342	\$ 32,324.70
James Group LLC	Onbase Upgrade Services	10011102-5301	\$ 6,930.00
Civil & Environmental	Environmental/Wetland Assess.	66711903-5301	\$ 5,200.00
Planned Communities	Return Unused Inspection fee	66211902-5319	\$ 34,333.50
Add Line			
Jobs for OH Graduates	Job and Family Services	22411601-5348	\$ 60,000.00
Decreases			
Jobs for OH Graduates	Job and Family Services	22311611-5348	\$ 60,000.00
Increases			
H.P. Products	Cleaning Supplies	10011105-5222	\$ 4,000.00
Dawnya Coleman	Child Care	22411610-5348	\$ 22,000.00
Dawnya Coleman	Child Care	22511607-5348	\$ 8,000.00
DATA	Transportation Srv Job and Family	22411601-5355	\$ 4,000.00
Patricia Jones	Child Care	22411610-5348	\$ 8,000.00
DATA	Transportation Srv Job and Family	22411601-5355	\$ 35,000.00
Kindercare	Child Care	22411610-5348	\$ 4,500.00
Facilities	Phone Service	22411604-5330	\$ 5,000.00
Vouchers			
Pitney Bowes	Postage for Mailroom Machine	10011105-5331	\$ 20,000.00
The Village Network	Residential Treatment	22511607-5342	\$ 72,782.01
Synagro Midwest	Application of Biosolids	66290303-5301	\$ 7,485.22
Siemens	Bioxide AC PS	66290407-5290	\$ 14,022.75
Limbach Company	HVAC CFOA	43111424-5410	\$ 101,102.48
Fox Mechanical	Plumbing CFOA	43111424-5410	\$ 23,958.08
Treasurer	Fox Mechanical Retainage/CFOA	43111424-5410	\$ 2,083.32
Treasurer	Limbach HVAC CFOA	43111424-5410	\$ 8,791.52
W. E. Monks	Engineering Halls Renovation	40111402-5410	\$ 8,300.00
Trident	Security	10011102-5360	\$ 6,072.25
Prudential Group Life	Monthly LTD Premiums	60111901-5370	\$ 7,449.81
Ameritas Group Dental	April Premiums for May Invoice	75010903-5370	\$ 20,719.80
Ben Bro Enterprises Inc.	Reimburse Taxes 86-88 N. Sandusky	10011105-533533502	\$ 13,105.30
Ben Bro Enterprises Inc.	Reimburse Storm Water Fees/Juv Ct.	10011105-533533502	\$ 225.87
BP Products N. America	Gas/Bulk Plant/Walker Woods	10011106-522822801	\$ 7,637.51
Office City	Furniture	10011102-5265	\$ 7,166.92
Family Childrens First	Help Me Grow	22411601-5348	\$ 16,028.68
Memo Transfer			
From	TO		

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 7, 2007

Job and Family 22411601-5355	DATA 72291901-4232	Transportation Services	\$	6,489.70		
Job and Family 25511607-5355	DATA 72291901-4232	Transportation Services	\$	1,229.30		
CSEA 23711630-5335	Commissioners 10011101-4233	Rent	\$	7,420.42		
Job and Family 22411601-5348	Health Dept 70251501-4520	Help Me Grow	\$	16,028.68		
Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Aye

RESOLUTION NO. 07-523

IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM HOOK SUPER X DBA CVS PHARMACY 6165 GLICK ROAD, SHAWNEE HILLS, OHIO 43065 AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Concord Township Trustees that CVS Pharmacy has requested new C1 and C2 permits located at 6465 Glick Road, Shawnee Hills, Ohio 43065 and

Whereas, the Concord Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested and the Delaware County Commissioners have received no objections.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

RESOLUTION NO. 07 -524

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Court of Common Pleas (Adult Court Services) is requesting that Mark Taglione attend a Chief Probation Officers Training in Columbus, Ohio May 17-18, 2007, a the cost of \$30.00.

The EMS Department is requesting that Elissa Sessley, Cathy Jenkins and Michele Treadway attend a Law Enforcement Response Plan Training in Columbus, Ohio May 25, 2007, at no cost.

The Department of Job and Family Services is requesting that Kelli Bolton, Mona Reilly, Judy Mitchell, Debbie Breedlove, Tammy Gilliland and Larry Harper attend a Job and Family Services Conference Training in Columbus, Ohio May 15-17, 2007, at the cost of \$1,200.00.

The Auditor’s Office is requesting that Nelda Sisler attend a URISA Annual Conference in Washington D.C. August 19-23, 2007, at the cost of \$1,120.00.

The Environmental Services Department is requesting that Brian Keener and Kevin Brutchey attend Operator Education Day May 11, 2007 in Kettering, Ohio; at the cost of \$20.00

The Auditor’s Office, Prosecutor’s Office and Facilities Department are requesting that Jon Melvin, Mark Potts, Si Kille and Aric Hochsteller attend a House Bill 694 Training Seminar in Union County May 21, 2007, at the cost of \$160.00.

Juvenile Court is requesting that Ken Spicer, Teresa Tackett, Faith Walzak and Shelia Miller attend a Supreme Court Training at Deer Creek State Park May 10-11, 2007, at the cost of \$600.00.

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

RESOLUTION NO. 07-525

IN THE MATTER OF APPROVING A TRANSFER OF FUNDS AND SUPPLEMENTAL APPROPRIATION FOR VICTIMS ASSISTANCE:

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 7, 2007

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

Supplemental Appropriation						
10012301-5801	Victims Assistance/Transfers				\$	1,000.00
Transfer of Funds						
From	To					
10012301-5801	23612302-4601					
Victims Assistance/Transfers	VOCA Grant/Interfund Revenue				\$	5,000.00
Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Aye

RESOLUTION NO. 07-526
IN THE MATTER OF APPROVING DITCH MAINTENANCE PETITION FOR HIDDEN OAKS:

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

Ditch Maintenance Petition-Hidden Oaks

We the undersigned owners of 20 acres in Orange Township, Delaware County, Ohio propose to create a condominium site known as **Hidden Oaks** as evidenced by the attached Exhibit “A” (which is available at the County Engineer’s Office). The storm and drainage easement for Exhibit “A” has been submitted for approval to the Delaware County Engineer. Drainage improvements related to this condominium have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action.

The cost of the drainage improvements is \$63,284.00 and a detailed cost estimate is available at the County Engineer’s office in Exhibit “D”. The drainage improvements are being constructed for the benefit of the lots being created in their development. The developed condominium area of 45 units will receive benefits (cost) of the project as a per acre basis. The basis for calculating the assessment for each lot is therefore, \$1,406.31 per unit. An annual maintenance fee equal to 2% of this basis \$28.00 will be collected for each developed lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$1,406.31 has been paid to Delaware County.

Easements to provide for the maintenance of the improvements have been provided on the plat.

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

RESOLUTION NO. 07-527
IN THE MATTER OF APPROVING PROJECT AGREEMENT FOR RIVER RUN SUBDIVISION:

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

River Run Subdivision

PROJECT AGREEMENT
PROJECT NUMBER: 07031

THIS AGREEMENT executed on this 7th day of May 2007, between **RIVER RUN OF POWELL, LLC** hereinafter called ‘**OWNER**’ and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO (COUNTY COMMISSIONERS)**, for the project described as **RIVER RUN SUBDIVISION**, further identified as Project Number 07031, is governed by the following considerations to wit:

Said **OWNER** 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**.

OPTIONS

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit “A”** attached hereto.

**COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 7, 2007**

2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary until such time as **OWNER** elects to record the plat. Such plat cannot be recorded until the County Engineer has determined the construction of the project is at least 80% complete. Then the **OWNER** shall execute approved financial warranties acceptable to the **COUNTY COMMISSIONERS**, forms of which are attached to this **AGREEMENT** as **Exhibit "B"**, equal to 20% of the cost of construction as shown in **Exhibit "A"** attached hereto.

OWNER hereby elects to use Option 2 for this project.

The financial warranties are to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereto**. The **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

The **OWNER** shall indemnify and save harmless **Delaware County, and all Townships and/or Villages** within Delaware County 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 (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** 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 **OWNER** when, in the opinion of the **COUNTY**, his performance is deemed inadequate.

The **OWNER** 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.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **FIFTY-FOUR THOUSAND EIGHT HUNDRED 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 testing laboratory. When the fund has been depleted to **ten percent (10%)** of the original amount deposited, the **OWNER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements by the Delaware County Commissioners, the remaining amount in the fund shall be returned to the **OWNER**.

Upon the completion of construction, the **OWNER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workman-ship for a period of **one year**. Said **OWNER'S** bond, certified check, irrevocable letter of credit or other approved financial warranties may be reduced to 10% of the originally approved construction estimate as shown in **Exhibit "A"** 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 with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

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

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, furnish to the **COUNTY COMMISSIONERS**, 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 **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall indemnify and hold harmless **Delaware County, and all Townships and/or Villages** within Delaware County and all of their officials, employees or agents from expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

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

In consideration thereof, the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO hereby grants the **OWNER** or his agent, the right and privileges to make the improvements stipulated herein.

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 7, 2007

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

RESOLUTION NO. 07 -528

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

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

Permit #	Applicant	Location	Type of Work
U07063	AT&T	Smothers & Redbank Roads	Install cable/conduit

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

RESOLUTION NO. 07 -529

IN THE MATTER OF ACCEPTING AND AWARDING THE BIDS FOR ASPHALT MATERIALS:

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

Asphalt Materials Bid Opening of April 17, 2007

As the result of the referenced bid opening, The Engineer recommends that the following bid awards be made:

MC 30 as per ODOT Spec 702, FOB Jobsite:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.; Marathon Ashland Petroleum; and Asphalt Technologies, LLC.

MC 30 as per ODOT Spec 702, FOB Plant:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.; Marathon Ashland Petroleum; and Asphalt Technologies, LLC.

HFRS-2P as per ODOT Spec 902, FOB Jobsite:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.; Marathon Ashland Petroleum; and Asphalt Technologies, LLC.

HFRS-2P as per ODOT Spec 902, FOB Plant:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc; Marathon Ashland Petroleum; and Asphalt Technologies, LLC.

HFRS-2P as per ODOT Spec 902, FOB Jobsite:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.; Marathon Ashland Petroleum; and Asphalt Technologies, Inc.

SS-1 or SS-1H as per ODOT Spec 702.13, FOB Jobsite:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.; Marathon Ashland Petroleum; and Asphalt Technologies, LLC.

SS-1 or SS-1H as per ODOT Spec 702.13, FOB Plant:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials, Inc.; Marathon Ashland Petroleum; and Asphalt Technologies, LLC.

HFRS-2 as per ODOT Spec 702.13, FOB Jobsite:

The Engineer recommends that a non-exclusive bid award be made to Asphalt Materials and Asphalt Technologies, LLC.

HFRS-2 as per ODOT Spec 702.13 FOB Plant:

The Engineer recommends that a non-exclusive award be made to Asphalt Materials and Asphalt Technologies, LLC.

Number 301 HMA:

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 7, 2007

The Engineer recommends that a non-exclusive bid award be made to Mar-Zane Materials, Kokosing and The Apple-Smith Corporation

Number 402 HMA:

The Engineer recommends that a non-exclusive bid award be made to Mar-Zane Materials, Kokosing and The Apple-Smith Corporation.

Number 404 HMA:

The Engineer recommends that a non-exclusive bid award be made to Mar-Zane Materials, Kokosing and The Apple-Smith Corporation.

2 Men and a Paver:

The Engineer recommends that a non-exclusive bid award be made to Kokosing and Mar-Zane Materials.

A bid tabulation is available.

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

RESOLUTION NO. 07-530

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:

Winona Daquila

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

This amendment, effective April 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Winona Daquila 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
	Infant	\$ 147.34	\$ 108.33	\$ 5.17
	Toddler	\$ 143.00	\$ 110.72	\$ 4.88
	Preschool	\$ 132.58	\$ 112.42	\$ 5.77
	Schoolage	\$ 118.55	\$ 89.61	\$ 5.28
	Schoolage Summer	\$ 130.73	\$ 90.00	\$ 5.30
	(summer rates are only for the summertime off school, only used during the months of: May, June, July, August and September).			

Brooksedge Day Care Center

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

This amendment, effective April 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Brooksedge Day Care Center entered into on the 21st day of December, 2006.

Article 4. Cost and Delivery of Purchased Services:

(1)	<u>Basic Rates:</u>			
		Full Time	Part Time	Hourly
	Infant	\$ 213.90	\$ 157.15	\$ 8.76
	Toddler	\$ 187.40	\$ 132.80	\$ 8.15
	Pre-School	\$ 159.44	\$ 102.58	\$ 5.84
	Schoolage	\$ 106.58	\$ 78.32	\$ 5.47

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 7, 2007

Summer Schoolage	\$ 153.80	\$ 104.31	\$ 6.40
(summer rates are only for the summertime off school, only used during the months of: May, June, July, August and September).			

Child Care Unlimited / Johnstown

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

This amendment, effective April 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Child Care Unlimited / Johnstown 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
	Infant	\$ 165.00	\$ 157.15	\$ 8.76
	Toddler	\$ 160.00	\$ 132.80	\$ 8.15
	Pre-School	\$ 155.00	\$ 102.58	\$ 5.84
	Schoolage	\$ 106.58	\$ 78.32	\$ 5.47
	Summer Schoolage	\$ 150.00	\$ 104.31	\$ 6.40
	Before & After	\$ 75.00	\$ 55.00	\$ 5.47
	Before Only	\$ 35.00	\$ 25.00	\$ 5.47
	After Only	\$ 50.00	\$ 40.00	\$ 5.47
	(summer rates are only for the summertime off school, only used during the months of: May, June, July, August and September).			

Child Care Unlimited, Inc./Sunbury

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

This amendment, effective April 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Child Care Unlimited, Inc./Sunbury 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
	Infant	\$ 165.00	\$ 157.15	\$ 8.76
	Toddler	\$ 160.00	\$ 132.80	\$ 8.15
	Pre-School	\$ 155.00	\$ 102.58	\$ 5.84
	Schoolage	\$ 106.58	\$ 78.32	\$ 5.47
	Summer Schoolage	\$ 150.00	\$ 104.31	\$ 6.40
	Before & After	\$ 75.00	\$ 55.00	\$ 5.47
	Before Only	\$ 35.00	\$ 25.00	\$ 5.47
	After Only	\$ 50.00	\$ 40.00	\$ 5.47
	(summer rates are only for the summertime off school, only used during the months of: May, June, July, August or September).			

Come N Play Day Care Center

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

This amendment, effective April 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Come N Play Day Care Center entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

(2)	<u>Basic Rates:</u>			
		Full Time	Part Time	Hourly
	Infant	\$ 165.00	\$ 157.15	\$ 8.76
	Toddler	\$ 145.00	\$ 132.80	\$ 8.15
	Preschool	\$ 135.00	\$ 102.58	\$ 5.84
	Before or After	\$ 65.00	\$ 65.00	\$ 5.47
	Before & After	\$ 90.00	\$ 78.32	\$ 5.47
	Schoolage Summer	\$ 120.00	\$ 104.31	\$ 6.40
	(summer rates are only for the summertime off school, only used during			

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 7, 2007

the months of: May, June, July, August and September).

Delaware Christian Academy, Inc

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

This amendment, effective April 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Delaware Christian Academy, Inc. entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

(3)	<u>Basic Rates:</u>			
		Full Time	Part Time	Hourly
	Pre-School	\$ 150.00	\$ 102.58	\$ 5.84
	(toilet trained)			
	Pre-School	\$ 159.44	\$ 102.58	\$ 5.84
	(not toilet trained)			

Gingerbread House

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

This amendment, effective April 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Gingerbread House entered into on the 18th day of December, 2006.

Article 4. Cost and Delivery of Purchased Services:

(1)	<u>Basic Rates:</u>			
		Full Time	Part Time	Hourly
	Infant	\$ 213.90	\$ 157.15	\$ 8.76
	Toddler	\$ 187.40	\$ 132.00	\$ 8.15
	Pre-School	\$ 159.44	\$ 102.58	\$ 5.84
	Schoolage	\$ 106.58	\$ 78.32	\$ 5.47
	Summer Schoolage	\$ 153.80	\$ 104.31	\$ 6.40
	(summer rates are only for the summertime off school, only used during the months of: May, June, July, August and September).			

Jelly Bean Junction/Bethel Rd.

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

This amendment, effective April 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Jelly Bean Junction/Bethel Rd. entered into on the 2nd day of April, 2007.

Article 4. Cost and Delivery of Purchased Services:

(1)	<u>Basic Rates:</u>			
		Full Time	Part Time	Hourly
	Infant	\$ 213.90	\$ 157.15	\$ 8.76
	Toddler	\$ 187.40	\$ 132.80	\$ 8.15
	Pre-School	\$ 159.44	\$ 102.58	\$ 5.84
	Schoolage	\$ 106.58	\$ 78.32	\$ 5.47
	Summer Schoolage	\$ 153.80	\$ 104.31	\$ 6.40
	Before & After	\$ 100.00	\$ 78.32	\$ 5.47
	Before or After	\$ 85.00	\$ 78.32	\$ 5.47
	(summer rates are only for the summertime off school, only used during the months of: May, June, July, August and September).			

Kids Academy LLC

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

This amendment, effective April 29, 2007, is to amend the Purchase of Child Care Services Contract between

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 7, 2007

the Delaware County Department of Job and Family Services and Kids Academy LLC entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

(4)	<u>Basic Rates:</u>			
		Full Time	Part Time	Hourly
	Infant	\$ 205.00	\$ 157.15	\$ 8.76
	Toddler	\$ 185.00	\$ 132.80	\$ 8.15
	Preschool	\$ 159.44	\$ 102.58	\$ 5.84
	Schoolage	\$ 106.58	\$ 78.32	\$ 5.47

Kids’ Campus

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

This amendment, effective April 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kids’ Campus entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

(5)	<u>Basic Rates:</u>			
		Full Time	Part Time	Hourly
	Schoolage	\$ 106.58	\$ 78.32	\$ 5.47
	Schoolage Summer	\$ 120.00	\$ 104.31	\$ 6.40
	(summer rates are only for the summertime off school, only used during the months of: May, June, July, August and September).			
	Non-School Days off: \$30.00 per day up to \$106.58 per week.			

Kindercare/Caren Ave

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

This amendment, effective April 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare/Caren Ave entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

(6)	<u>Basic Rates:</u>			
		Full Time	Part Time	Hourly
	Infant	\$ 213.90	\$ 157.15	\$ 8.76
	Toddler	\$ 187.40	\$ 132.80	\$ 8.15
	Pre-School	\$ 159.44	\$ 102.58	\$ 5.84

Kindercare/Eastwind Dr.

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

This amendment, effective April 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare/Eastwind Dr. entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

(7)	<u>Basic Rates:</u>			
		Full Time	Part Time	Hourly
	Infant	\$ 213.90	\$ 157.15	\$ 8.76
	Toddler	\$ 187.40	\$ 132.80	\$ 8.15
	Pre-School	\$ 159.44	\$ 102.58	\$ 5.84
	Schoolage	\$ 106.58	\$ 78.32	\$ 5.47
	Summer Schoolage	\$ 153.80	\$ 104.31	\$ 6.40
	(summer rates are only for the summertime off school, only used during the months of: May, June, July, August and September).			

Kindercare / 96 Neverland Drive

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 7, 2007

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

This amendment, effective April 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare / 96 Neverland Drive entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

(8)	<u>Basic Rates:</u>			
		Full Time	Part Time	Hourly
	Infant	\$ 213.90	\$ 157.15	\$ 8.76
	Toddler	\$ 187.40	\$ 132.80	\$ 8.15
	Pre-School	\$ 159.44	\$ 102.58	\$ 5.84
	Schoolage	\$ 106.58	\$ 78.32	\$ 5.47
	Before & After	\$ 106.00	\$ 78.32	\$ 5.47
	Before or After	\$ 97.00	\$ 78.32	\$ 5.47
	Summer Schoolage	\$ 153.80	\$ 104.31	\$ 6.40
	(summer rates are only for the summertime off school, only used during the months of: May, June, July, August and September).			

LaPetite Academy 7135 Sawmill Road

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

This amendment, effective April 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and LaPetite Academy 1325 E. Walnut St. entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

(9)	<u>Basic Rates:</u>			
		Full Time	Part Time	Hourly
	Infant	\$ 213.90	\$ 157.15	\$ 8.76
	Toddler	\$ 187.40	\$ 132.80	\$ 8.15
	Pre-School	\$ 159.44	\$ 102.58	\$ 5.84
	Schoolage	\$ 106.58	\$ 78.32	\$ 5.47
	Summer Schoolage	\$ 153.80	\$ 104.31	\$ 6.40
	Before Only	\$ 75.00	\$ 75.00	\$ 5.47
	After Only	\$ 80.00	\$ 78.32	\$ 5.47
	Before & After	\$ 94.00	\$ 78.32	\$ 5.47
	(summer rates are only for the summertime off school, only used during the months of: May, June, July, August and September).			

Liberty Community Center

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

This amendment, effective April 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Liberty Community Center entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

(10)	<u>Basic Rates:</u>			
		Full Time	Part Time	Hourly
	Infant	\$ 170.00	\$ 157.15	\$ 8.76
	Toddler	\$ 150.00	\$ 132.80	\$ 8.15
	Pre-School	\$ 135.00	\$ 102.58	\$ 5.84
	Schoolage	\$ 106.58	\$ 78.32	\$ 5.47
	Before or After	\$ 50.00	\$ 50.00	\$ 5.47
	Before & After	\$ 85.00	\$ 78.32	\$ 5.47
	Summer Schoolage	\$ 120.00	\$ 104.31	\$ 6.40
	(summer rates are only for the summertime off school, only used during the months of: May, June, July, August and September).			

Little Blessings

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 7, 2007

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

This amendment, effective April 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Little Blessings entered into on the 2nd day of April, 2007.

Article 4. Cost and Delivery of Purchased Services:

(11)	<u>Basic Rates:</u>			
		Full Time	Part Time	Hourly
	Infant	\$ 165.00	\$ 157.15	\$ 8.76
	Toddler	\$ 145.00	\$ 132.80	\$ 8.15
	Pre-School	\$ 130.00	\$ 102.58	\$ 5.84
	Schoolage	\$ 106.58	\$ 78.32	\$ 5.47
	Before & After	\$ 70.00	\$ 70.00	\$ 5.47
	Before or After	\$ 40.00	\$ 40.00	\$ 5.47

Childrens World at 600 Worthington Woods

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

This amendment, effective April 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Childrens World at 600 Worthington Woods entered into on the 18th day of December, 2006.

Article 4. Cost and Delivery of Purchased Services:

(2)	<u>Basic Rates:</u>			
		Full Time	Part Time	Hourly
	Infant	\$ 213.90	\$ 157.15	\$ 8.76
	Toddler	\$ 187.40	\$ 132.00	\$ 8.15
	Pre-School	\$ 159.44	\$ 102.58	\$ 5.84
	Schoolage	\$ 106.58	\$ 78.32	\$ 5.47
	Before or After	\$ 86.00	\$ 78.32	\$ 5.47
	Summer Schoolage	\$ 153.80	\$ 104.31	\$ 6.40
	(summer rates are only for the summertime off school, only used during the months of: May, June, July, August and September).			

Kiddie Academy

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

This amendment, effective April 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kiddie Academy entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

(12)	<u>Basic Rates:</u>			
		Full Time	Part Time	Hourly
	Infant	\$ 213.90	\$ 157.15	\$ 8.76
	Toddler	\$ 187.40	\$ 132.80	\$ 8.15
	Preschool	\$ 159.44	\$ 102.58	\$ 5.84
	Before & After	\$ 106.58	\$ 78.32	\$ 5.39
	Am Only	\$ 70.00	\$ 70.00	\$ 5.39
	Pm Only	\$ 100.00	\$ 78.32	\$ 5.39

Stepping Stones

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

This amendment, effective April 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Stepping Stones entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

**COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 7, 2007**

(13)	<u>Basic Rates:</u>			
		Full Time	Part Time	Hourly
	Infant	\$ 210.00	\$ 157.15	\$ 8.76
	Toddler	\$ 187.40	\$ 132.80	\$ 8.15
	Preschool	\$ 159.44	\$ 102.58	\$ 5.84
	Schoolage	\$ 106.58	\$ 78.32	\$ 5.47

Children's World – 72 Westerview Dr.

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

This amendment, effective April 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Children's World – 72 Westerview Dr. entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

(14)	<u>Basic Rates:</u>			
		Full Time	Part Time	Hourly
	Infant	\$ 213.90	\$ 157.15	\$ 8.76
	Toddler	\$ 187.40	\$ 132.80	\$ 8.15
	Preschool	\$ 159.44	\$ 102.58	\$ 5.84
	Schoolage/B&A	\$ 106.58	\$ 78.32	\$ 5.47
	Before or After	\$ 90.00	\$ 78.32	\$ 5.47
	Schoolage Summer	\$ 153.80	\$ 104.31	\$ 6.40
	(summer rates are only for the summertime off school, only used during the months of: May, June, July, August and September).			

Janice Jodrey

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

This amendment, effective April 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Janice Jodrey entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

(15)	<u>Basic Rates:</u>			
		Full Time	Part Time	Hourly
	Infant	\$ 110.51	\$ 81.25	\$ 3.88
	Toddler	\$ 107.25	\$ 83.04	\$ 3.66
	Preschool	\$ 99.44	\$ 84.32	\$ 4.33
	Schoolage	\$ 88.91	\$ 67.21	\$ 3.96
	Schoolage Summer	\$ 98.05	\$ 71.17	\$ 4.56
	(summer rates are only for the summertime off school, only used during the months of: May, June, July, August and September).			

Delaware JVS Childcare

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

This amendment, effective April 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Delaware JVS Childcare entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

(16)	<u>Basic Rates:</u>			
		Full Time	Part Time	Hourly
	Infant	\$ 100.00	\$ 100.00	\$ 8.86
	Toddler	\$ 100.00	\$ 100.00	\$ 8.15
	Preschool	\$ 100.00	\$ 100.00	\$ 5.84

Kerry Santa

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 7, 2007

AMENDMENT NO. 1

This amendment, effective April 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kerry Santa entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

(17)	<u>Basic Rates:</u>			
		Full Time	Part Time	Hourly
	Infant	\$ 150.00	\$ 85.00	\$ 5.17
	Toddler	\$ 143.00	\$ 40.00	\$ 4.88
	Preschool	\$ 132.58	\$ 112.42	\$ 5.77
	Schoolage	\$ 118.55	\$ 89.61	\$ 5.28
	Schoolage Summer	\$ 120.00	\$ 90.00	\$ 6.00
	(summer rates are only for the summertime off school, only used during the months of: May, June, July, August and September).			

Jewish Community Center

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

This amendment, effective April 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Jewish Community Center 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
	Infant	\$ 213.90	\$ 157.15	\$ 8.76
	Toddler	\$ 187.40	\$ 132.80	\$ 8.15
	Pre-School	\$ 159.44	\$ 102.58	\$ 5.84
	Schoolage	\$ 106.58	\$ 78.32	\$ 5.47

Kindercare/ Berry Leaf Lane

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

This amendment, effective April 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare/ Berry Leaf Lane entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

(18)	<u>Basic Rates:</u>			
		Full Time	Part Time	Hourly
	Infant	\$ 213.90	\$ 157.15	\$ 8.76
	Toddler	\$ 187.40	\$ 132.80	\$ 8.15
	Pre-School	\$ 159.44	\$ 102.58	\$ 5.84
	Schoolage + B&A	\$ 106.58	\$ 78.32	\$ 5.47
	Before or After	\$ 89.00	\$ 78.32	\$ 5.47
	Summer Schoolage	\$ 153.80	\$ 104.31	\$ 6.40
	(summer rates are only for the summertime off school, only used during the months of: May, June, July, August and September).			

LaPetite Academy 2069 Summitview Dr.

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

This amendment, effective April 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and LaPetite Academy 2069 Summitview Dr. entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

(19)	<u>Basic Rates:</u>
------	---------------------

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 7, 2007

	Full Time	Part Time	Hourly
Infant	\$ 210.00	\$ 157.15	\$ 8.76
Toddler	\$ 187.40	\$ 132.80	\$ 8.15
Preschool	\$ 159.44	\$ 102.58	\$ 5.84
Before or After	\$ 85.00	\$ 78.32	\$ 5.47
Before & After	\$ 98.00	\$ 78.32	\$ 5.47
Schoolage Summer	\$ 153.80	\$ 104.31	\$ 6.40
(summer rates are only for the summertime off school, only used during the months of: May, June, July, August and September).			

LaPetite Academy 909 Polaris Pkwy

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

This amendment, effective April 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and LaPetite Academy 909 Polaris Pkwy entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

(20)	<u>Basic Rates:</u>			
		Full Time	Part Time	Hourly
	Infant	\$ 213.90	\$ 157.15	\$ 8.76
	Toddler	\$ 187.40	\$ 132.80	\$ 8.15
	Pre-School	\$ 159.44	\$ 102.58	\$ 5.84
	Schoolage	\$ 106.58	\$ 78.32	\$ 5.47
	Summer Schoolage	\$ 153.80	\$ 104.31	\$ 6.40
	Before & After	\$ 97.00	\$ 78.32	\$ 5.47
	(summer rates are only for the summertime off school, only used during the months of: May, June, July, August and September).			

Leah Blake

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
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 Leah Blake 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
	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 and September).			

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

RESOLUTION NO. 07-531

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Recommendation to hire Jamie Shepherd as a Social Service Worker III with the Department of Job and Family Services; effective date May 14, 2007.

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

RESOLUTION NO. 07-532

IN THE MATTER OF APPROVING A REQUEST BY THE DELAWARE COUNTY EMERGENCY MEDICAL SERVICE TO APPLY FOR A FIRE ASSISTANCE GRANT:

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 7, 2007

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

WHEREAS, the Delaware County Emergency Medical Service (EMS) is eligible to receive grant funds from the Assistance to Firefighters Grant, and;

WHEREAS, if awarded, these grant funds will provide EMS with additional medical response units, and;

WHEREAS, the Assistance to Firefighters Grant is a 70 (Federal funds)/30 (County funds) split with a cost to the County of \$64,800.00;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve this application for a total amount of \$324,000.00 to the Assistance to Firefighters grant for the purchase of two new medium duty medic units for the purpose of providing EMS services in the county.

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

RESOLUTION NO. 07-533

IN THE MATTER OF APPROVING A MAINTENANCE CONTRACT RENEWAL WITH
MEDTRONIC PHYSIO CONTROL FOR PROVIDING TECHNICAL SERVICE SUPPORT TO THE
EMERGENCY MEDICAL SERVICES LIFEPAK DEFIBRILLATOR’S:

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

WHEREAS, the Delaware County Emergency Medical Service (EMS) Medic Units are equipped with Lifepak 12 defibrillator/monitor/pagemaker equipment, and

WHEREAS, maintaining this equipment in proper operating order is essential to the health of the citizens of Delaware County during cardiovascular emergencies, and

WHEREAS, Medtronic Physio Control has been our service provider for several years and continues to provide excellent customer support and service on our equipment;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve a contract and Voucher for account 10011303, Object Code 5325 with Medtronic Physio Control for providing technical service support to EMS Lifepak 12 system equipment for a period of five years, expiring on May 1, 2012, at a cost of \$12,905.00.

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

RESOLUTION NO. 07-534

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR OLENTANGY
CROSSINGS EASTSIDE COMMERCIAL AND HEISELT TRACT:

It was moved by Mr. Ward, seconded by Mr. Jordan to accept the sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Olentangy Crossings Eastside Commercial	728 feet of 8-inch sewer	3 manholes
Heiselt Tract	1,010 feet of 8-inch sewer	6 manholes

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

RESOLUTION NO. 07-535

IN THE MATTER OF AWARDING BID PACKAGE DCSW 07-1 SOLID WASTE TRANSFER
STATION OPERATIONS, HAULING TO DISPOSAL SITE AND DISPOSAL SITE SERVICES TO
CENTRAL OHIO CONTRACTORS OF GROVE CITY, OHIO:

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

WHEREAS the Board of County Commissioners of Delaware County has solicited and received bids for Bid Package DCSW 07-1, Operations of the Delaware County Solid Waste Transfer Station and disposal of municipal solid waste and construction demolition debris, and sewage sludge disposal, and

WHEREAS, the bids are tabulated below for the various bids received:

WHEREAS the tabulations of the various bid yielded that Central Ohio Contractor quotation for Bid C was the

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 7, 2007

lowest bid, and

WHEREAS the evaluation of Central Ohio Contractor’s Bid Package yielded no irregularities and found them to meet the minimum bid qualifications.

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Delaware County does the following actions:

- 1. Award Bid C for Municipal Solid Waste and Construction Demolition Debris and Bid for Sewage Sludge Disposal to Central Ohio Contractors of Grove City, Ohio.
- 2. Rejects Bids A and B of Bid Package DCSW 07-1

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

RESOLUTION NO. 07-536

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN CENTRAL OHIO CONTRACTORS AND BOARD OF COUNTY COMMISSIONER FOR OPERATION OF SOLID WASTE TRANSFER STATION AND DISPOSAL OF WASTE:

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

SERVICE AGREEMENT

THIS AGREEMENT is made and entered into at Delaware, Ohio, on the date(s) set forth at the end hereof, by and between the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO, 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter referred to as the "Board," and Central Ohio Contractors of 2879 Jackson Pike, Grove City, Ohio 43123 hereinafter referred to as the "Contractor." In consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

WITNESSETH:

WHEREAS, the Board is desirous of securing the Work referred to in Exhibit "A" and as specified herein, and

WHEREAS, the Contractor is qualified, experienced and willing to perform Work as described herein, when there is an Agreement specifying the rights and duties of each party; and

WHEREAS, the Board and the Contractor mutually desire to perform the obligation embodied in Exhibit "A" and as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties to this Agreement, with intent to be legally bound, agree as specified in Exhibit “A” and as follows:

ARTICLE ONE: THE WORK

The Contractor agrees to perform the services and furnish all labor, equipment, materials and supplies as delineated in the Board's Bid Specifications for Bid No. DCSW 07-1 Bid C(all components) and Bid for Sewage Sludge Disposal, said documents being identified as Exhibit "A" which is made a part hereof as if fully rewritten herein. The Contractor shall conduct the Work in accordance with Exhibit "A," and the Bid Quotation of the Contractor, which Bid Quotation is found as part of Exhibit "A," and which is made a part hereof as if fully rewritten herein and the Contractor agrees to supply the Board with those items which are identified in Exhibits "A". The term "Work" as used herein means the performance of all services and the provision of all labor, materials, equipment or supplies as required in Exhibit "A" attached hereto.

ARTICLE TWO: SCHEDULE OF PAYMENTS

For the receipt of Municipal Solid Waste, Construction demolition debris, white goods and tires and other permitted materials as defined under the rules promulgated by the Delaware General Health District Board of Health, the Contractor shall be entitled to make the charges as resolved by the Board for delivery by all trucks, trailers or other collection vehicles. Contractor shall accept materials as provided in DKMM District plan. . The County shall receive, by the 10th of the following month seven percent (7%) of all tonnage (and tonnage minimums) and “Pass Through” fees as defined in Exhibit A that has entered the transfer station for transfer and disposal. Contractors failure to make said payment by the 10th of the month shall result in a late penalty of 10% of the tonnage (and tonnage minimums) and “ Pass Through Fees “ . Contractor shall keep and have available for the County, accurate and up to date records concerning volumes/tonnages and monies received in the operation of the transfer facility Said records to be made to State Auditors, Bureau of Inspection, when required for County Audit. Contractor shall be solely responsible for collection of fees and shall not deduct for uncollected volumes or fees from County's entitlement.

The Contractor agrees that the above referenced invoices shall be supplied to the Division of Environmental Services within ten (10) calendar days of the first (1st) day of the month. Such invoices shall be accompanied by waivers, releases or other such documentation as would indicate that any claims, liens or claims of liens of any subcontractors of any tier, laborers or material suppliers, from any source used by the Contractor, to

**COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 7, 2007**

the extent applicable, have been satisfied. The Board shall have no obligation to pay or to see to the payment of money to any subcontractor of any tier except as may otherwise be required by law.

ARTICLE THREE: STANDARD OF PERFORMANCE

The Contractor agrees to comply with all laws, ordinances and regulations of the County, Township, City or State of Ohio that may be applicable to its operation hereunder. Operation shall be rendered in a clean, sanitary, neat, courteous and efficient manner and Contractor will instruct its employees accordingly. In the event that the Contractor shall wholly fail to process and dispose of MSW and CD&D for a period of excess of seven (7) days and provided such failure is not due to damage or destruction of transfer station, rendering it inoperable by war, insurrection, riot, strike, or act of God, the County may terminate this Agreement by giving written notice by certified or registered mail, return receipt requested.

In the event Contractor is found to be in violation of laws, regulations, permits or license applicable to said operation as adopted by any legal body (county, township, state) or as may be ruled by a court of competent jurisdiction and said violations are not corrected in seven days, unless the time for correction is extended in writing by the County for reasonable cause the County shall have the right to void this Agreement upon written notice to the Contractor to this effect without penalty to the County or appeal by the Contractor. Contractor to operate transfer facility according to accepted modern standards, including any applicable government rules, regulations or license requirements under the supervision of an experienced person to be named by the contractor so that it will not become a nuisance or offense to the County. It is understood by the parties hereto that the authority to license commercial haulers is vested by Ohio Law with the Delaware General Health District Board of Health. Upon the Board of Health's enactment of this requirement the Contractor shall secure a list of names and addresses of haulers so licensed.

All permits and licenses required for the operation of the transfer station facility or at the disposal site, or elsewhere, will be obtained and paid for by the Contractor.

Should transfer station be destroyed, damaged or made inoperable because of circumstances beyond control of Contractor, County will cause facility to be repaired or rebuilt as expeditiously as possible. Until facility is made operable Contractor may make alternate arrangements for his performance hereunder. The County may adjust rates to compensate for any additional cost incurred for alternate arrangement.

ARTICLE FOUR: CONFLICT OF INTEREST

This Agreement in no way precludes, prevents, or restricts the Contractor from obtaining and working under an additional contractual arrangement(s) with other parties aside from the Board, assuming that such other contractual work in no way impedes the Contractor's ability to perform the services required under this Agreement.

The Contractor hereby represents warrants and agrees that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any agreement which will impede its ability to perform the required services under this Agreement.

ARTICLE FIVE: ASSIGNMENTS

The parties expressly agree that this Agreement shall not be assigned by the Contractor without the prior written approval of the Board, which approval may be withheld in the sole discretion of the Board.

ARTICLE SIX: GOVERNING LAW

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of The State of Ohio. Any and all legal disputes shall be filed in and heard before the Courts of Delaware County, Ohio.

ARTICLE SEVEN: INTEGRATION AND MODIFICATION

This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Agreement.

ARTICLE EIGHT: SEVERABILITY

If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE NINE: TERMINATION

The Board may terminate this Agreement in the event that the Board is of the opinion that the Contractor is carrying out the terms of this Agreement in an unreasonable, unprofessional, or unworkmanlike manner. Said termination for this particular reason shall occur upon the provision of a written notice of termination to the Contractor at least seven (7) calendar days in advance of the date of the proposed termination, stating in the termination notice the reason for said termination. The Board, in its sole discretion, may allow the Contractor to cure the reason for the termination provided the cure of the reason is accomplished within seven (7) days of the date of the forwarding of the termination notice. The parties further agree that should the Contractor become unable for any reason to complete the work called for by virtue of this Agreement, that to the extent applicable, such work as the Contractor has completed upon the date of its inability to continue the terms of this Agreement shall become the property of the Board, and further the Board shall not be liable to tender and/or pay to the

**COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 7, 2007**

Contractor any further compensation after the date of the Contractor's inability to complete the terms hereof, which date shall be the date of termination unless extended by the Board. Notwithstanding the above, the Contractor shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor; and the Board may withhold any compensation to the Contractor for the purpose of set-off until such time as the amount of damages due the Board from the Contractor is agreed upon or otherwise determined. Additionally, the parties further agree that should the Contractor become unable for any reason to complete the work called for by virtue of this Agreement, the Board may, in its sole discretion, call the performance bond due, in full value for the 3 year contract period minus time period which has already expired, if any, as and for such non-performance, and/or as liquidated damages.

ARTICLE TEN: COMPLIANCE

The Contractor agrees to comply with all applicable federal, state, and local laws in the conduct of work hereunder. The Contractor accepts full responsibility for payment of all unemployment compensation insurance premiums, worker's compensation premiums, all income tax deductions, pension deductions, prevailing wages, if applicable, and any and all other taxes or payroll deductions required for the Contractor and all employees engaged by the Contractor for the performance of the work authorized by this Agreement.

ARTICLE ELEVEN: PERFORMANCE AND DISCIPLINE

Unless otherwise provided in this Agreement or the exhibits attached hereto, the Contractor shall provide and pay for, to the extent applicable, all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out this Agreement. The Contractor shall not permit employment of persons not skilled in tasks assigned to them. The Contractor shall perform all Work in a reasonable, professional and workmanlike manner and all Work shall be of at least the quality provided for in this Agreement.

ARTICLE TWELVE: DAMAGE AND LOSS

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required elsewhere in this Agreement) to property referred to in this Section caused in whole or in part by the Contractor, a subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under this Article except damage or loss attributable to acts or omissions of the Board or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's other obligations hereunder. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. The Contractor shall notify the Board or a security arm of the Board as soon as possible after such emergency arises.

ARTICLE THIRTEEN: WORKER'S COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this Agreement Workers' Compensation Insurance for its employees and shall furnish a certificate of Workers' Compensation Insurance for its employees before the execution of this Agreement. No contract between the Board and the Contractor shall be created hereby or otherwise exist until a fully executed copy thereof has been served upon the Board.

ARTICLE FOURTEEN: NON-DISCRIMINATION

During the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual preference, national origin, ancestry, handicap, age, political belief or place of birth. The Contractor will ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, sexual preference, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Contractor, or any person claiming through the Contractor, agree not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any contractors or subcontractors of said Contractor.

ARTICLE FIFTEEN: INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall protect, defend, indemnify and hold free and harmless the Board, and all other elected officials of Delaware County, Ohio, and shall protect, defend, indemnify and hold free and harmless any officers, employees, successors, administrators assigns or agents of same from and against any and all claims, damages, losses, claims of loss, causes of action, penalties, settlements, costs, liabilities and expenses of any kind, including but not limited to attorney fees, arising out of or resulting from any acts or omissions of the Contractor, its officers, employees, consultants, agents, subcontractors of any tier, successors, assigns or administrators, negligent or otherwise, and regardless of whether such claims, damages, losses, claims of loss, causes of action, penalties, settlements, costs, liabilities or expenses are caused in part by any party indemnified hereunder. The Contractor agrees to be responsible for the payment of all damages, settlements, costs and expenses of any kind, including attorney fees, incurred by the Board while the Board defends or pursues any action, cause of action, or claim which arises out the aforementioned acts or omissions. Such obligations shall not

**COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 7, 2007**

be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

In claims against any person or entity indemnified under this Article by an employee of the Contractor, a subcontractor of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Article shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or any such subcontractor of any tier under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

ARTICLE SIXTEEN: RELATIONSHIP

Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership, association or joint venture with the Contractor in the conduct of the provisions of this Agreement. The Contractor shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on the Board.

ARTICLE SEVENTEEN: DISCLOSURE

The Contractor hereby covenants that it has complied with the Board's disclosure policy which requires anyone contracting with the Board to disclose to the Board any business relationship or financial interest that said Contractor has with an employee of the Board or of any other board, agency, elected official or commission of Delaware County, Ohio, such an employee's business, or any business relationship or financial interest that a Delaware County, Ohio elected official, board, agency or commission employee has with the Contractor or in the Contractor's business.

ARTICLE EIGHTEEN: LIABILITY INSURANCE

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Ohio such insurance as will protect the Contractor and the Board from claims set forth below which may arise out of or result from the Contractor's operations under this Agreement and for which the Contractor may be legally liable, whether such operations be by the Contractor, by a subcontractor of any tier, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
2. claims for damages because of bodily injury, occupational sickness, sickness or disease, or death of the Contractor's employees;
3. claims for damages because of bodily injury, occupational sickness, sickness or disease, or death of any person other than the Contractor's employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
5. claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. claims for damages because of bodily injury, death of a person or property damage arising out of Countyship, maintenance or use of a motor vehicle;
7. claims involving contractual liability insurance applicable to the Contractor's obligations under the article titled INDEMNIFICATION found herein; and
8. any other claims provided for in Exhibit "A."

The insurance policy required by this Article shall be written for not less than one million dollars (\$1,000,000.00) for any person injured in any accident and with a total liability of two million dollars (\$2,000,000.00) for all persons injured in any one accident and the amount of one million dollars (\$1,000,000.00) for each accident or occurrence as compensation for damage caused to property of others. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of termination of this Agreement.

Certificates of Insurance acceptable to the Board shall be filed with the Board prior to commencement of this Agreement. The insurance policies required by this Article shall not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Board. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief. The insurance policy described in this Section shall name the Board as an insured.

ARTICLE NINETEEN: PERFORMANCE BOND

The Contractor shall furnish a bond to the Board covering faithful performance of this Agreement and payment of obligations arising thereunder in the amount equal to one hundred percent (100%) of the full sum per year provided for under this Agreement. Bond shall be renewable for each year of the contract and be renewed sixty (60) days prior to the anniversary date of the Agreement execution. Said bond shall be conditioned upon the faithful performance of the Agreement. The surety for said bond shall be a surety company authorized to do business in the State of Ohio. Upon the request of any person or entity appearing to be a potential beneficiary of any bond covering payment of obligations arising under this Agreement, the Contractor shall promptly furnish a copy of such bonds or shall permit a copy to be made.

ARTICLE TWENTY: NOTICES

Any notices required or authorized to be given shall be deemed to be given when mailed by certified or registered mail, postage prepaid, as follows: if to the Board, to the Director of Environmental Services, 50

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 7, 2007

Channing Street, Delaware, Ohio 43015; if to the Contractor, to the Contractor's address as shown on the face of this Agreement.

ARTICLE TWENTY-ONE: HEADINGS

Organization of the Specifications into divisions, sections and articles and arrangement of Drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade. Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

ARTICLE TWENTY-TWO: AUTHORITY TO BIND PRINCIPAL

Signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement.

NOTICE: THIS AGREEMENT MUST BE SIGNED AND RETURNED TO DELAWARE COUNTY, OHIO WITHIN TEN (10) DAYS OF NOTIFICATION OR THE OFFER TO ENTER INTO THIS AGREEMENT SHALL BE WITHDRAWN AND THIS AGREEMENT SHALL BE VOID.

ARTICLE TWENTY THREE: FINDINGS FOR RECOVERY:

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

ARTICLE TWENTY FOUR: HOMELAND SECURITY

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

Further Be It Resolved, that the Commissioners approve a Purchase Order for \$50,000 to Central Ohio Contractors for the disposal of sewage sludge from 66290403 –5380

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

RESOLUTION NO. 07-537

IN THE MATTER OF ADOPTING NEW RATES AT THE DELAWARE COUNTY SOLID WASTE
TRANSFER FACILITY:

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

WHEREAS the Board of County Commissioners of Delaware County has solicited and received bids for operations Delaware County Solid Waste Transfer Station and disposal of municipal solid waste and construction demolition debris, and

WHEREAS, the Board of County Commissioners of Delaware County has entered into a Solid Waste Transfer Station Operation Agreement with Central Ohio Contractors for the operation of the Delaware County Solid Waste Transfer Station and disposal of municipal solid waste and construction demolition debris dated May 7, 2007,

NOW THEREFORE BE IT RESOLVED, that the Board of County Commissioners of Delaware County does hereby adopt the following new disposal rates at the Delaware County Solid Waste Transfer Station effective June 1, 2007:

	<u>New Rate</u>
Commercial and Non Commercial Users:	
Municipal Waste	\$44.83/ton
Construction Debris	\$34.71/ton
Minimum Charge - Non Commercial:	
Municipal Solid Waste	\$14.94/cubic yard \$44.83/ton
Construction and Demolition Debris	\$11.57/cubic yard \$34.71/ton

Miscellaneous Charges:

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 7, 2007

Car & Pickup Tire	\$5.50 each					
Semi-Truck Tire	\$11.00 each					
Tractor Tire	\$27.50 each					
Hot Water Heater	\$0.00 each					
Large Appliance	\$0.00 each					
Vote on Motion	Mr. Ward	Aye	Mr. Jordan	Aye	Mr. Evans	Aye

RESOLUTION NO. 07-538

SETTING BID OPENING DATE AND TIME FOR TWO (2) 32 FEET DUMP BODY TRAILERS FOR DELAWARE COUNTY REGIONAL SEWER DISTRICT:

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

PUBLIC NOTICE
INVITATION TO BID
ITB # DCRSD 07-01 – Dump Body Trailers

Notice to bidders are posted on the Internet and may be viewed on Delaware County’s web page at <http://www.co.delaware.oh.us> under the heading Current Bids.

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, at 101 North Sandusky Street, Delaware, Ohio 43015 at 10:00 AM on Friday, May 18, 2007, at which time they will be publicly opened and read and the contract awarded as soon as possible, for two (2) 32 foot dump body trailers for Delaware County Regional Sewer District.

Each bid must contain the full name of every person or company interested in same, and be accompanied by an acceptable bid bond or certified check in the amount of \$500 made payable to the Delaware County, Ohio. Bid specifications may be obtained at the Delaware County Division of Environmental Services 50 Channing, Street, Delaware, Ohio 43015 during normal business hours.

The County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or all bids, to accept the bid or part it deems to be the lowest and best. Bids shall be submitted in a sealed envelope marked "Sealed Bid for Dump Body Trailers." No bid shall be withdrawn for a period of Ninety (90) days after being publicly opened and read.

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

RESOLUTION NO. 07-539

7:30 PM - PUBLIC HEARING #2 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 7:42PM.

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

RESOLUTION NO. 07-540

IN THE MATTER OF CLOSING PUBLIC HEARING #2 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 8:45PM.

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

RESOLUTION NO. 07- 541

IN THE MATTER OF APPROVING REPLACEMENT SALES AND USE TAXES, PURSUANT TO SECTIONS 5739.021, 5741.021, 5739.026 AND 5741.023 OF THE REVISED CODE, AT THE RATE OF THREE-QUARTERS OF ONE PERCENT (0.75%) LEVIED FOR A CONTINUING PERIOD OF TIME:

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

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 7, 2007

WHEREAS, the State of Ohio currently levies a sales and use tax at the rate of five and one-half percent (5.50%), pursuant to sections 5739.02 and 5741.02 of the Revised Code; and

WHEREAS, for the purpose of providing additional general revenues for the county, section 5739.021(A) of the Revised Code authorizes a county to levy an additional sales tax; and

WHEREAS, sections 5739.021(E) and 5741.021(A) of the Revised Code require a county levying an additional sales tax pursuant to section 5739.021 to levy a storage, use, or other consumption tax at the same rate; and

WHEREAS, section 5739.026(A)(3) of the Revised Code authorizes a county to levy an additional sales tax to provide additional revenue for the county's general fund; and

WHEREAS, sections 5739.026(F) and 5741.023 of the Revised Code require a county levying an additional sales tax pursuant to section 5739.026 to levy a storage, use, or other consumption tax at the same rate; and

WHEREAS, pursuant to Resolution No. 98-616 passed by the Board of County Commissioners of Delaware County ("the Board") on July 29, 1998 and approved by the electors of the County at the November 3, 1998 general election, the County currently levies an additional sales and use tax at the rate of one-half of one percent (0.50%), pursuant to sections 5739.021 and 5741.021, and an additional sales and use tax at the rate of one-quarter of one percent (0.25%), pursuant to sections 5739.026 and 5741.023, for a total additional sales and use tax at the rate of three-quarters of one percent (0.75%); and

WHEREAS, the current three-quarters of one percent (0.75%) sales and use tax shall expire on December 31, 2008; and

WHEREAS, the Board finds that current projected revenue of the County will be insufficient, upon expiration of the existing sales and use tax, to fund the current and projected budgets and responsibilities of the County and its various departments and elected officials, should a replacement sales and use tax not be enacted; and

WHEREAS, the Board finds that a replacement sales and use tax at the rate of three-quarters of one percent (0.75%), one-half of one percent (0.50%) authorized under sections 5739.021 and 5741.021 of the Revised Code and one-quarter of one percent (0.25%) authorized under sections 5739.026 and 5741.023 of the Revised Code, is necessary for the purpose of providing additional general revenues for the county; and

WHEREAS, the replacement sales and use tax authorized herein shall be effective January 1, 2009, or on such later date as provided by law, and shall be levied for a continuing period of time; and

WHEREAS, pursuant to and in compliance with the requirements of sections 5739.021(A) and 5739.026(A) of the Revised Code, the Board has conducted two public hearings on this Resolution, the first being held on Monday, April 30, at 7:30 P.M. and the second being held on Monday, May 7, at 7:30 P.M.

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

Section 1. That for the purpose of providing additional general revenues for the County, the Board does hereby, by this Resolution and pursuant to sections 5739.021, 5741.021, 5739.026 and 5741.023 of the Revised Code, approve a replacement sales and use tax to be levied at the rate of three-quarters of one percent (0.75%) for a continuing period of time, one-half of one percent (0.50%) authorized under sections 5739.021 and 5741.021 of the Revised Code and one-quarter of one percent (0.25%) authorized under Sections 5739.026 and 5741.023 of the Revised Code. Said tax shall be effective January 1, 2009, or on such later date as provided by law.

Section 2. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

Section 3. The Clerk of the Board shall, this day, deliver a certified copy of this Resolution to the Tax Commissioner and to the County Auditor.

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

RESOLUTION NO. 07-542

IN THE MATTER OF PROVIDING FOR THE ALLOCATION OF THE REVENUE FROM THE ONE-HALF OF ONE PERCENT SALES AND USE TAX ENACTED IN RESOLUTION NO. 07-541

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

**COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 7, 2007**

WHEREAS, the Board of Commissioners of Delaware County, Ohio ("the Board") enacted a one-half of one percent (0.50%) sales and use tax, pursuant to section 5739.021 and 5741.021 of the Revised Code, in Resolution No. 07-541; and

WHEREAS, the purpose for which the sales and use tax was enacted is to provide for additional general revenues for the county; and

WHEREAS, the Board has the authority to determine the allocation of the revenue from the one-half of one percent (0.50%) sales and use tax for the purpose for which it was enacted; and

WHEREAS, the Board has determined that seventy-five percent (75%) of the revenue generated from the one-half of one percent (0.50%) sales and use tax shall be allocated for the purpose of paying the costs of acquiring, constructing, reconstructing, equipping, maintaining and repairing public highways and bridges and other statutory highway purposes and to pay the principal of, and interest and premium on, and other costs associated with the issuance of, bonds or notes in anticipation of bonds issued pursuant to Chapter 133. of the Revised Code for such purposes; and

WHEREAS, the Board has determined that the remaining twenty-five percent (25%) of the revenue generated from the one-half of one percent (0.50%) sales and use tax shall be allocated for general purposes of the county;

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

Section 1. That seventy-five percent (75%) of the revenue generated from the one-half of one percent (0.50%) sales and use tax, enacted in Resolution No. 07-541 pursuant to sections 5739.021 and 5741.021 of the Revised Code, shall be allocated for the purpose of paying the costs of acquiring, constructing, reconstructing, equipping, maintaining and repairing public highways and bridges and other statutory highway purposes and to pay the principal of, and interest and premium on, and other costs associated with the issuance of, bonds or notes in anticipation of bonds issued pursuant to Chapter 133. of the Revised Code for such purposes.

Section 2. That the remaining twenty-five percent (25%) of the revenue generated from the one-half of one percent (0.50%) sales and use tax, enacted in Resolution No. 07-541 pursuant to sections 5739.021 and 5741.021 of the Revised Code, shall provide for additional general revenues for the county.

Section 3. That this Resolution shall be strictly applied to the one-half of one percent (0.50%) sales and use tax enacted in Resolution No. 07-541 pursuant to sections 5739.021 and 5741.021 of the Revised Code and shall not affect, nor be construed to provide for an allocation of, the revenues generated from the additional one-quarter of one percent (0.25%) sales and use tax also enacted in Resolution No. 07-541 pursuant to sections 5739.026 and 5741.023 of the Revised Code.

Section 4. That this Resolution shall take effect, and shall only take effect, upon the effective date of the sales and use tax enacted in Resolution No. 07-541.

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

Commissioners Jordan moved to increase the rollback to 1.4 or 1.5 mill in Resolution NO. 07-543 After brief discussion, the motion died for the lack of a second

RESOLUTION 07-543

IN THE MATTER OF APPROVING A REDUCTION IN THE RATE OF TAXATION ON REAL PROPERTY IN DELAWARE COUNTY, PURSUANT TO R.C. 5705.313:

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

WHEREAS, the Board of Commissioners of Delaware County has determined that it is appropriate to reduce the rate of real property tax that the County currently levies for current expenses within the ten-mill limitation; and

WHEREAS, the current millage rate for current expenses of the County is 2.8 mills, and the number of mills not currently levied is 1.6 mills, which includes a 1.0 mill reduction established by Resolution No. 98-616 and a 0.6 mill reduction established by Resolution No. 06-1175, resulting in an actual current levy of 1.2 mills; and

WHEREAS, the current 1.0 mill property tax reduction approved in Resolution 98-616 shall expire on December 31, 2008; and

WHEREAS, section 5705.313(A)(1) of the Revised Code authorizes a board of county commissioners that has adopted a resolution pursuant to section 5739.021 or 5739.026 of the Revised Code to adopt an accompanying

**COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 7, 2007**

resolution reducing the rate of any property tax the county currently is levying for current expenses within the ten-mill limitation; and

WHEREAS, in Resolution No. 07-541 this Board adopted a replacement sales and use tax pursuant to sections 5739.021, 5741.021, 5739.026 and 5741.023 of the Revised Code; and

WHEREAS, the Board desires to provide tax relief to the owners of real property in Delaware County by continuing the reduction in the rate of real property tax, pursuant to section 5705.313(A)(1), in the amount of 1.0 mills, to be effective for a continuing period of time unless and until a resolution is adopted pursuant to section 5705.313(C) of the Revised Code; and

WHEREAS, the replacement sales and use tax implemented by Resolution No. 07-541 will generate revenue in excess of the 1.0 mills reduction in the rate of real property tax enacted herein;

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

Section 1. Pursuant to section 5705.313(A)(1) of the Revised Code, and in order to provide tax relief for the owners of real property in Delaware County, the rate of real property tax currently levied for Delaware County's current expenses within the ten-mill limitation is hereby reduced by an amount equal to 1.0 Mills for each dollar of valuation on each One Hundred Dollars (\$100.00) of appraised value. The current millage rate for current expenses of the County is hereby reduced from 2.8 mills to 1.8 mills. Said reduction shall take effect on January 1, 2009, or on such later date as provided by law, and shall be effective beginning with tax year 2008 and henceforth for a continuing period of time unless and until a resolution is adopted pursuant to section 5705.313(C) of the Revised Code.

Section 2. Should the sales and use tax approved in Resolution No. 07-541 be disapproved by the electorate in a referendum, it is the express intention of the Board that the real property tax reduction herein enacted in Section 1 shall not take effect nor remain in effect. It is the further express intention of the Board that in no event shall the real property tax reduction described herein take effect unless and until the sales and use tax approved in Resolution No. 07-541 has also taken effect and remains in effect.

Section 3. The Clerk of the Board shall, this day, deliver a certified copy of this Resolution to the County Auditor.

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

RESOLUTION 07-544

**IN THE MATTER OF APPROVING AN ADDITIONAL REDUCTION IN THE RATE OF
TAXATION ON REAL PROPERTY IN DELAWARE COUNTY, PURSUANT TO R.C. 5705.313:**

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

WHEREAS, the Board of Commissioners of Delaware County has determined that it is appropriate to reduce the rate of real property tax that the County currently levies for current expenses within the ten-mill limitation; and

WHEREAS, the current millage rate for current expenses of the County is 2.8 mills, and the number of mills not currently levied is 1.6 mills, which includes a 1.0 mill reduction established by Resolution No. 98-616 and a 0.6 mill reduction established by Resolution No. 06-1175, resulting in an actual current levy of 1.2 mills; and

WHEREAS, the current 1.0 mill property tax reduction shall expire on December 31, 2008 and was replaced by a 1.0 mill property tax reduction enacted in Resolution No. 07-543, effective beginning tax year 2008 and henceforth for a continuing period of time; and

WHEREAS, the current 0.6 mill property tax reduction approved in Resolution 06-1175 is effective only for the 2006 tax year; and

WHEREAS, section 5705.313(A)(1) of the Revised Code authorizes a board of county commissioners that has adopted a resolution pursuant to section 5739.021 or 5739.026 of the Revised Code to adopt an accompanying resolution reducing the rate of any property tax the county currently is levying for current expenses within the ten-mill limitation; and

WHEREAS, in Resolution No. 07-541, this Board adopted a replacement sales and use tax pursuant to sections 5739.021, 5741.021, 5739.026 and 5741.023 of the Revised Code; and

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

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MAY 7, 2007

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners