

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 24, 2008

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present: Glenn A. Evans, Kristopher W. Jordan, James D. Ward

PUBLIC COMMENT

Auditor Todd Hanks –Shared information with the Commissioners on foreclosures and supporting an upcoming Board of Realtors Program

(Complete Record On The Official Cd Minutes)

RESOLUTION NO. 08-316

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 20, 2008 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the resolutions and records of the proceedings from regular meeting held March 20, 2008 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 08-317

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0321:

It was moved by Mr. Evans, seconded by Mr. Ward to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0321 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO’s			
JWC Environmental	Muffin Monster Alum Creek PS	66690402-5450	\$ 43,871.00
Our Day at Messiah	Day Care	22411610-5348	\$ 10,000.00
Transitions for Youth	Residential Treatment	22511607-5342	\$ 10,000.00
Commissioners	Indirect Cost	22411605-5380	\$ 355,539.00
Carla McMackin	Day Care	22411610-5348	\$ 12,500.00
Coma Kokosing Construction	Casework CFOA	40411412-5410	\$ 5,765.00
Increases			
Sojourners	Day Care	22511607-5342	\$ 10,000.00
Brianna Kinniard	Day Care	22511607-5342	\$ 5,000.00
Vouchers			
Kindercare 10655 Sawmill	Day Care	22411610-5348	\$ 5,818.52
Bellefaire JCB	Residential Treatment	22511607-5342	\$ 6,315.33
Starr Commonwealth	Residential Treatment	22511607-5342	\$ 7,203.47
The Village Network	Residential Treatment	22511607-5342	\$ 5,581.05
Pomegranate Health Systems	Residential Treatment	22511607-5342	\$ 9,135.00
Memo Transfer			
From	To		
22411601-5355	72291901-4232	Client Transport	\$ 6,132.02
Job and Family	DATA		

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

RESOLUTION NO. 08 -318

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Administrative Services Department is requesting that Dawn Huston attend two Seminars for Social Work Continuing Education Unit’s in Delaware County April 14 and 18, 2008, at the cost of \$80.00.

The Sheriff’s Office is requesting that Shelly Pfan attend a Deputy Sheriff Training Class In Portage County April 22-24, 2008, at the cost of \$244.82.

The Commissioners’ Office is requesting that Jim Ward attend NACO in Jackson County Missouri July 12-15,

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2008, at the cost of \$1,490.00

Juvenile Court is requesting that Faith Walzak and Pat Martin attend a 2008 Ohio Mediation Conference in Columbus, Ohio May 9, 2008, at the cost of \$200.00.

Juvenile Court is requesting that Faith Walzak and Pat Martin attend a Truancy Prevention Conference in Columbus, Ohio April 7, 2008, at the cost of \$40.00.

The Court of Common Pleas (Adult Court Services) is requesting that Ed Werling and Mark Taglione attend Workforce Development Training in Cleveland, Ohio April 13-16, 2008, at the cost of \$1,548.00

The Administrative Services Department is requesting that Lisa Iannotta and Chris Shaw attend a Downes, Hurst and Fishel Records Retention Seminar in Dublin, Ohio April 3, 2008, at the cost of \$30.00.

The Department of Job and Family Services is requesting that Karen Burke attend a WIA Class in Columbus, Ohio May 13, 2008, at the cost of \$21.60.

The Auditor’s Office is requesting that Sandy Fish and Seiji Kille attend a BSNUG Eastern Regional Conference in Charleston, South Carolina May 14-16, 2008, at the cost of \$2,689.00.

The Sheriff’s Office is requesting that Sheriff Walter Davis attend a Training in Atlantic City April 21-25, 2008, at the cost of \$947.87.

Juvenile Court is requesting that Dodie Davenport attend a Family Divorce Mediation Training in Dayton, Ohio April 1-2 and April 9-11, 2008 at the cost of \$442.69.

Juvenile Court is requesting that Bobby Massie attend a Personality Disorders Training in Columbus, Ohio April 24, 2008, at the cost of \$20.00.

Juvenile Court is requesting that Judge Spicer attend an Ohio Summit on Children in Columbus, Ohio May 1-2, 2008, at the cost of \$20.00.

Juvenile Court is requesting that Kim Algoe, Patty Cram, LaShon Kilburn, Vikki Hardwick, Kathy Sturman and Eddie Parker attend a Delaware Community Conference at Ohio Wesleyan April 18, 2008, at the cost of \$240.00.

The Prosecutor’s Office is requesting that Elizabeth Gillespie and Tabitha Spring attend a Preparing Children for Court Seminar in Columbus, Ohio March 31-April 4, 2008, at the cost of \$531.00

The 911 Department is requesting that C. Jenkins, E. Sessley, K. Coy and C. Vangundy attend an Are Your Kids Safe Training at Ohio Wesleyan April 18, 2008, at the cost of \$160.00.

The 911 Department is requesting that E. Sessley, K. Coy, M. Fletcher, K. Price and S. Creamer attend an Ohio Gold Star Award Program in Columbus, Ohio April 16, 2008, at the cost of \$100.00.

The 911 Department is requesting that E. Sessley, K. Coy, C. Vangundy and S. Creamer attend a Dispatcher In-Service in Richfield, Ohio May 15, 2008, at no cost.

The Environmental Services Department is requesting that William Southan and Cory Smith attend a NWOWEA Operator Day Education Seminar in Bowling Green, Ohio May 9, 2008, at the cost of \$50.00.

The Code Compliance Department is requesting that Joseph Amato attend an Ohio Building Code Academy in Columbus, Ohio April 23-25, at no cost.

The Environmental Services Department is requesting that James Carey attend an Electrical Ladder Drawings Seminar in Columbus, Ohio April 7-8, 2008, at the cost of \$895.00

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

RESOLUTION NO. 08-319

IN THE MATTER OF APPROVING A LIQUOR LICENSE TRANSFER REQUEST FROM COLUMBUS ZOOLOGICAL PARK ASSOCIATION DBA COLUMBUS ZOO TO ZOOMBEZI BAY AND PARTY HOUSE LLC AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and

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the Liberty Township Trustees that Zoombezi Bay And Party House LLC located at 10101 Riverside Drive Liberty Township Powell, Ohio 43065 has requested a transfer of the D3 permit from Columbus Zoological Park Association DBA Columbus Zoo, and

Whereas, the Liberty 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. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 08-320

IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM COLUMBUS ZOOLOGICAL PARK ASSOCIATION DBA COLUMBUS ZOO 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. Evans to approve the following resolution:

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that Columbus Zoological Park Association DBA Columbus Zoo has requested a new D3 permit located at 9990 Riverside Drive PO Box 400 Liberty Township Powell, Ohio 43065, and

Whereas, the Liberty 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. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 08-321

IN THE MATTER OF APPROVING THE TREASURER’S REPORT:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the Treasurer’s Report.

(Copy available for review at the Commissioner’s office until no longer of administrative value.)

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

RESOLUTION NO. 08-322

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR THE OAKS SECTION 1, PHASE A; THE OAKS SECTION 1, PHASE B AND GLEN OAK SECTION 4:

It was moved by Mr. Evans, seconded by Mr. Ward to release bonds and letters of credit and accept roads within the following:

The Oaks Section 1, Phase A

The roadways to be accepted are as follows:

- Township Road 1570, to be known as Allen Drive
- Township Road 1572, to be known as Dennison Court
- Township Road 1573, to be known as Ginger Place

The Engineer also recommends a 25 mile per hour speed limit be established for the road

The Oaks Section 1, Phase B

- Old Oak Lane, to be known as Township Road 1571
- An addition of 0.13 miles to Township Road 1570, Allen Drive

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The Engineer also recommends a 25 mile per hour speed limit be established for the road.

Glen Oak Section 4

The roadway to be accepted is as follows:

An addition of 0.23 mile to Township Road Number 766, Holderman Street

The Engineer also recommends a 25 mile per hour speed limit be established for the road.

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

RESOLUTION NO. 08-323

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR THE OAKS SECTION 1, PHASE A AND THE OAKS SECTION 1, PHASE B:

It was moved by Mr. Ward, seconded by Mr. Evans to establish stop conditions for the following:

Stop Conditions – The Oaks Section 1, Phase A

- On West Bound Township Road Number 1572, Dennison Court, at its intersection with Township Road Number 1570, Allen Drive
- On West Bound Township Road Number 1573, Ginger Place, at its intersection with Township Road Number 1570, Allen Drive

Stop Conditions – The Oaks Section 1, Phase B

- On West Bound Township Road Number 1571, Old Oak Lane, at its intersection with Township Road Number 1571, Allen Drive
- On North Bound Township Road Number 1570, Allen Drive, at its intersection with County Road Number 131 Harriot Road

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

RESOLUTION NO. 08-324

IN THE MATTER OF ACCEPTING THE DITCH INSPECTION REPORT FOR 2008 AND ESTABLISHING PERCENTAGE OF MAINTENANCE ASSESSMENTS FOR 2009:

It was moved by Mr. Ward, seconded by Mr. Evans to accept the 2008 Ditch Inspection Report and establish percentage of maintenance assessments for 2009, as follows:

(Copy of report available for review at the Commissioner’s office until no longer of administrative use.)

Inspection Report Summary 2009

Project Name	Project #	Auditor #	2009 % Collect
3 B'S & K STORAGE	0707	11-384	4.00
A.D. FARROW	0621	11-338	2.50
ABBEY KNOLL 01 & 02	0029	11-170	2.00
ABBEY KNOLL 03-1 & 2	0129	11-199	2.00
ABBEY KNOLL 04-A & B	0326	11-021	2.00
ABBEY KNOLL 05 -A & B	0533	11-343	2.50
ADAMS JOINT COUNTY	6801	11-008	5.00
ALUM CROSSING SEC 1	0523	11-344	2.00
AUGUSTA WOODS 2	0124	11-214	2.50
AVO N LEA	0519	11-319	2.00
BAINBRIDGE MILLS 2	9909	11-134	2.00
BECKER	8401	11-034	2.50
BERKSHIRE DEVELOPMENT	9918	11-160	2.00
BIG BEAR FARMS 2-2	9806	11-104	2.00
BIG BEAR FARMS 8	9917	11-131	2.00

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BIG BEAR FARMS 9	9925	11-151	2.00
BOULDER RIDGE	0613	11-331	2.50
BROOKSHIRE BANQUET	0536	11-335	2.50
BRYN MAWR	0011	11-113	2.00
BUCKEYE DATA CENTER	0618	11-389	2.00
BUCKEYE READY MIX	0619	11-329	2.00
CALHOUN	8101	11-048	5.00
CAMBRIDGE SUBDIVISION	0234	11-270	2.00
CAMPUS AT HIDDEN RAVINES	0510	11-306	2.50
CARTER JOINT COUNTY	8201	11-044	0.00
CHESHIRE COVE 1	0010	11-117	2.00
CHESHIRE COVE 2	0146	11-228	2.00
CHESHIRE WOODS ESTATES SEC 1	0617	11-367	2.00
CHESHIRE WOODS SEC 1	0612	11-353	2.00
COOK JOINT COUNTY	5801	11-004	50.00
COOMER #435 LAT A	0717	11-380	2.00
COOMER #435 MAIN	0716	11-379	3.00
COVINGTON MEADOW 1	0009	11-115	2.00
COVINGTON MEADOW 2	0118	11-251	2.00
COVINGTON MEADOW 3	0216	11-235	2.00
CRABI LL	6201	11-003	15.00
CROSS CREEK 2 - A & B	0127	11-213	2.00
CROSS CREEK 3 B	0507	11-300	2.50
DARST JOINT COUNTY	7201	11-011	0.00
DEGOOD	5802	11-013	20.00
DELAWARE RUN	0319	11-294	2.00
DERBY GLEN FARMS	0640	11-388	2.00
DORNOCH ESTATES 3	0104	11-197	2.00

<i>Project Name</i>	<i>Project #</i>	<i>Auditor #</i>	<i>2009 % Collect</i>
DORNOCH ESTATES 4	0223	11-221	2.00
EAGLE TRACE 2 & 3	0123	11-215	2.00
ESTATES AT CHESHIRE	0622	11-374	2.00
ESTATES AT MEDALLION	0603	11-354	2.00
ESTATES OF GLEN OAK 1 A	0231	11-272	2.00
ESTATES OF GLEN OAK 1 B	0232	11-273	2.00
ESTATES OF GLEN OAK 2	0314	11-279	2.00
ESTATES OF GLEN OAK 3 PT A	0404	11-052	2.00
ESTATES OF GLEN OAK 3 PT B	0405	11-051	2.00
ESTATES OF GLEN OAK 4 A&B	0424	11-299	2.00
FOOR CONCRETE CO	0512	11-320	5.00
FOURWINDS	0017	11-161	5.00
GENOA FARMS 1	0145	11-217	2.00
GENOA FARMS 2	0212	11-245	2.00
GENOA FARMS 3 A & B	0229	11-258	2.00
GENOA SCHOOL	0406	11-028	2.00
GLEN OAK 1	0230	11-271	2.00
GLEN OAK 2 - A & B	0309	11-261	2.00
GLEN OAK 3 - A & B	0327	11-030	2.00
GLEN OAK 4	0608	11-325	2.00
GLEN OAK 6	0714	11-395	2.00
GLEN OAK 9	0722		2.50
GOLF VILLAGE - SAWMILL PARKWAY	0140		0.00
GOLF VILLAGE 3	0141	11-253	0.00
GOLF VILLAGE 7 - 4	0217		0.00

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GOLF VILLAGE 9 - 2 - A	0215	0.00
GOLF VILLAGE 9 - 2 - B	0219	0.00
GOLF VILLAGE 9 - A	0142	0.00
GOLF VILLA GE NORTH COMMERCIAL	0629	11-361 2.00
GOODING BOULEVARD	0708	11-386 2.50
GRAND OAK 1	0207	11-216 2.00
GRAND OAK 2 A & B	0313	11-285 2.00
GRAND OAK CONDOMINIUMS	0206	11-254 2.00
GREEN MEADOWS 3	8701	21-055 0.00
GREEN MEADOWS BASIN	7901	11-031 0.00
GREYLAND ESTATES SEC 1 A&B	0713	2.00
GWINNER #262	0638	11-376 2.50
HARBOR POINTE 1	0024	11-181 2.00
HARBOR POINTE 2 - 1 & 2	0121	11-212 2.00
HARBOR POINTE 3 - A & B	0218	11-264 2.00
HARBOR POINTE 4- A & B	0322	11-284 2.00
HARBOR POINTE 5	0407	11-042 2.00
HARDIN	8702	11-064 0.00
HARVEST WIND 3	9905	11-109 2.00
HARVEST WIND 4	0027	11-174 2.00

Tuesday, February 05, 2008

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Project Name	Project #	Auditor #	2009 % Collect
HARVEST WIND 5	0113	11-190	2.00
HARVEST WIND 6- 1	0101	11-180	2.00
HARVEST WIND 7 - 1	0120	11-209	2.00
HARVEST WIND 7- 2 PT. 1 &2	0301	11-275	2.50
HEATHER GLEN	9908	11-112	2.50
HEISELT TRACT	0705	11-400	2.50
HERBERT - LAWRENCE	7401	11-023	0.00
HIDDEN COVE 2	0315	11-277	2.00
HIDDEN CREEK SEC 1	0727		2.00
HIDDEN OAK	0712		2.00
HIGH PARK CENTER LOT 4924	0410	11-045	2.00
HIGHLAND HILLS LAKES 2	0033	11-192	2.00
HIGHLAND HILLS LAKES 3 - 1 & 2	0119	11-246	3.00
HIGHLAND LAKES E. 04 - 2-5	0426	11-298	2.50
HIGHLAND LAKES E. 11-2	9906	11-110	2.00
HIGHLAND LAKES E. 11 - 4& 5	0115	11-219	2.00
HIGHLAND LAKES E. 14 - 1	9938	11-144	2.00
HIGHLAND LAKES E. 14-2	9939	11-150	2.00
HIGHLAND LAKES E. 15	0324	11-018	2.50
HIGHLAND LAKES N. 03	0711	11-396	2.00
HIGHLAND LAKES N. 06 - 1	9919	11-124	2.50
HIGHLAND LAKES N. 06-2	0028	11-173	2.50
HIGHLAND LAKES N. 07	0032	11-191	2.50
HORSESHOE RUN	8601	11-129	0.00
INDIAN RUN	8102	11-036	2.00
JONES	5901	11-012	5.00
KELLER PINES	0513	11-366	2.00
KILLDEER MEADOW SEC 1 (HIDDEN CREEK)	0415	11-295	2.00
KILLDEER MEADOW SEC 2 (HIDDEN CREEK)	0425	11-315	2.00
KINSALE VILLAGE	0610	11-399	2.00
KOEPPPEL	8302	11-038	0.00

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LAKE SHORE	0633	11-368	2.00
LAKES AT SILVERLEAF	0311	11-286	2.00
LEWIS CENTER	5902	11-009	50.00
LIBERTY LAKES 3	0004	11-159	2.00
LIBERTY VILLAGE SEC 1	0526	11-349	2.00
LIGHTHOUSE CENTER	0508	11-305	2.00
LITTLE BEAR VILLAGE SEC 1 A&B	0641	11-365	2.00
LOCH LOMOND	9901	11-105	2.00
MANORS AT WILLOW BEND	0710	11-357	2.00
MANSARD ESTATES SEC 1 & 2	0725		2.00
MARRGELLO DEV.	0529	11-334	2.50
MCCAMMON CHASE 1 -3	0307	11-263	2.00
MCCAMMON ESTATES	0506	11-303	2.00
MCCAMMON ESTATES SEC 2	0511	11-317	2.00
<i>Project Name</i>	<i>Project #</i>	<i>Auditor #</i>	<i>2009 % Collect</i>
MCCAMMON ESTATES SEC 3	0606	11-328	2.00
MCCAMMON ESTATES SEC 4	0614	11-332	2.50
MEADOW AT CHESHIRE 3- 1	9912	11-132	2.00
MEADOW AT CHESHIRE 3- 2	9913	11-133	2.00
MEADOW AT CHESHIRE 3-3	0117	11-184	2.00
MEADOW AT HARVEST WINDS	0504	11-322	10.00
MEADOW AT SCIOTO RESERVE	0524	11-355	2.00
MEDALLION ESTATES 08	9914	11-135	2.00
MEDALLION ESTATES 09	9921	11-157	2.00
MEDALLION ESTATES 10-1	0012	11-122	2.00
MEDALLION ESTATES 10-2	0013	11-163	2.00
MILEYGROUP	8301	11-050	2.00
NORTH ORANGE 1 - 1 & 3	0213	11-232	2.00
NORTH ORANGE 1 - 2 A & B	0401	11-029	2.00
NORTH ORANGE 2 -2	0302	11-268	2.00
NORTH ORANGE 2 -3 A & B	0331	11-037	2.00
NORTH ORANGE 3 - 1	0214	11-248	2.00
NORTH ORANGE 3 -2 C	0522	11-346	2.00
NORTH ORANGE SEC 1	0701	11-392	2.00
NORTH ORANGE SEC 1 PH 1 LOT 5578	0709	11-394	2.00
NORTH POINT MEADOWS 1	0305	11-281	2.00
NORTH POINT MEADOWS 2	0421	11-316	2.50
NORTHBROOKE CORP. CENTER 2	0112	11-194	2.00
NORTHSTAR SEC 1	0611		2.00
NORTHWEST STORAGE	0615	11-330	2.00
NUCKLES	7001	11-010	0.00
OAK CREEK E. 2	9904	11-108	2.00
OAKS AT HIGHLAND LAKES 1	0132	11-225	2.00
OAKS AT HIGHLAND LAKES 2	0201	11-226	2.00
OAKS AT HIGHLAND LAKES 3	0210	11-224	2.00
OAKS AT HIGHLAND LAKES 4	0422	11-312	2.00
OAKS AT HIGHLAND LAKES 5	0328	11-019	2.00
OAKS AT HIGHLAND LAKES 6	0423	11-311	2.50
OAKS SEC 1 A&B, SEC 2	0532	11-360	2.00
OLD KINGSTON	0718	11-381	3.00
OLDE STATE FARMS 1	0102	11-195	2.00
OLDE STATE FARMS 2	0420	11-301	2.00
OLDEFIELD ESTATES	0417	11-309	2.00
OLENTANGY CROSSINGS S. SEC 1	0639	11-362	2.00

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OLENTANGY CROSSINGS SEC 1, 2, 3A, 7 & CENTER	0607	11-390	2.00
OLENTANGY CROSSINGS SEC 4	0631	11-373	2.00
OLENTANGY CROSSINGS SEC 5	0632	11-369	2.00
OLENTANGY CROSSINGS SEC 7	0634	11-387	2.50
OLENTANGY FALLS SEC 1	0637	11-363	2.50

<i>Project Name</i>	<i>Project #</i>	<i>Auditor #</i>	<i>2009 % Collect</i>
ORANGE CENTRE DEVELOPMENT	0723		2.50
ORANGE TWP. FD/PARK PL. VIL.	0312	11-278	2.00
ORCHARD LAKES SEC 1-3	0427	11-297	2.00
PARK AT GREIF BROS.	0128	11-247	2.00
PARKSHORE 1, 2, &4	0521	11-318	2.00
PARKSHORE 3	9907	11-111	2.00
PIATT MEADOWS 1 & 2	9910	11-137	2.00
PIATT MEADOWS 2-1,2 & 3	0014	11-188	2.00
PLUM ESTATES	9915	11-154	2.00
POLARIS SELF STORAGE	0534	11-337	2.50
POTTER	6202	11-002	20.00
PRESERVE AT SELDOM SEEN	0517	11-339	2.00
PRIMMER #1	0702	11-378	3.00
PRIMMER #1 LATERAL 3	0703	11-398	3.00
PRIMMER#1 NEILSON LATERAL#140	0704	11-397	2.00
PRIMROSE SCHOOL	0706	11-393	2.50
PUMPHREY JOINT COUNTY	5904	11-006	7.00
RANDALL HOWISON TRI-COUNTY	5905	11-016	0.00
RATTLESNAKE RIDGE	0130	11-203	2.00
RAVINES AT SCIOTO RESERVE	0605	11-352	2.00
RAVINES OF ALUM CREEK	0502	11-308	0.00
RIVER RUN	0724		2.00
RIVERBEND 1 -1	9933	11-158	2.00
RIVERBEND 1 - 2	0020	11-172	2.00
RIVERBEND 2	9934	11-140	2.00
RIVERBEND 3	9935	11-152	2.00
RIVERBEND 4 - 1 &2	0021	11-168	2.00
RIVERBEND SEC 2 LOT 7014	0635	11-371	2.50
RIVERBY 2, 3, 4	0719	11-375	2.50
RIVERS EDGE AT ALUM CREEK 1	0144	11-244	2.00
RIVERS EDGE AT ALUM CREEK 2	0304	11-262	2.00
SACKETT #328	0626	11-382	3.00
SAGE CREEK SEC 4 PH B	0601	11-358	2.00
SCIOTO HIGHLANDS 3	0222	11-238	2.00
SCIOTO HILLS BASIN	7801	21-052	5.00
SCIOTO RESERVE 01 - 3	0034	11-189	2.00
SCIOTO RESERVE 01 - 4	0125	11-207	2.00
SCIOTO RESERVE 01 - 5 & 6	0225	11-241	2.00
SCIOTO RESERVE 01 - 7 & 8	0320	11-020	2.00
SCIOTO RESERVE 02 - 1 & 2	9936	11-118	2.00
SCIOTO RESERVE 02 - 3 & 4	0110	11-185	2.00
SCIOTO RESERVE 03 - 1 & 2	0003	11-153	2.00
SCIOTO RESERVE 03 - 3 & 4	0126	11-208	2.00
SCIOTO RESERVE 03 - 5	0220	11-237	2.00
SCIOTO RESERVE 04 - 01 & 02	9937	11-119	2.00

<i>Project Name</i>	<i>Project #</i>	<i>Auditor #</i>	<i>2009 % Collect</i>
SCIOTO RESERVE 04-03 & 04	0030	11-186	2.00

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SCIOTO RESERVE 04 - 05 & 06	0221	11-229	2.00
SCIOTO RESERVE 04-07	0138	11-200	2.00
SCIOTO RESERVE 04 - 08	0204	11-240	2.00
SCIOTO RESERVE 04 - 09	0233	11-267	2.00
SCIOTO RESERVE 04-10	0306	11-260	2.00
SCIOTO RESERVE 04 - 11 - A & B	0329	11-017	2.00
SCIOTO RESERVE 04-12	0408	11-025	2.00
SCIOTO RESERVE 04 - 13	0501		2.00
SCIOTO RESERVE EXPANSION 2 A&B	0720		2.00
SCIOTO RESERVE EXPANSION SEC 1 PH A	0604	11-333	2.00
SCIOTO RESERVE EXPANSION SEC 1 PH B	0620	11-336	2.00
SHEFFIELD PARK SEC 1 A&B	0303	11-274	2.00
SHEFFIELD PARK SEC 2 PH A&B	0525	11-340	2.00
SHEFFIELD PARK SEC 3	0721		2.00
SHELLBARK RIDGE 2	0137	11-233	2.00
SHELLBARK RIDGE 4	9920	11-126	2.00
SHERBROOK 03	9805	11-103	2.00
SHERBROOK 04	9902	11-106	2.00
SHERBROOK 05	0001	11-143	2.00
SHERBROOK 06	0008	11-121	2.00
SHERBROOK 07	0107	11-165	2.00
SHERBROOK 08	0116	11-183	2.00
SHERBROOK 09	0133	11-223	2.00
SHERBROOK 10	0208	11-222	2.00
SHERMAN LAKES 1	0414	11-041	2.00
SHERMAN LAKES 2	0325	11-276	2.00
SHERWOOD	0105	11-164	1.00
SHORES 12	0022	11-178	2.00
SHORES 13	0413	11-313	2.00
SLACK	5903	11-001	30.00
SLANE RIDGE	0131	11-204	2.50
SLATE CREEK	0518	11-324	2.00
SMITH #198	0627	11-377	2.00
SRI SAIBABA TEMPLE	0630	11-370	0.00
ST. GEORGE COURT	0537	11-342	2.50
STEITZ POWERS	5906	11-007	30.00
STONE BRIDGE AT GOLF VILLAGE	0136		0.00
STONES THROW	0402	11-043	2.00
SUGAR RUN	8402	11-056	0.00
SUMMERFIELD VILLAGE 1 &2	9804	11-102	2.00
SUMMERFIELD VILLAGE 2 - 1, 2 & 3	0015	11-179	2.00
SUMMERWOOD 1	0106	11-167	2.00
SUMMERWOOD2	0143	11-218	2.00
SUMMERWOOD EXTENSION	0535	11-341	2.00
Project Name	Project #	Auditor #	2009 % Collect
SUMMERWOOD LAKES SEC 1	0636	11-364	2.00
SUMMIT HOMES	0514	11-304	3.00
SUPERKICK	0624	11-385	2.00
TALLEY	8703	11-057	2.00
TARTAN FIELDS 08-11	9932	11-146	2.00
TARTAN FIELDS 12 & 13	0002	11-187	2.00
TARTAN FIELDS 14 - 18	9931	11-145	2.00
TARTAN FIELDS 20 A	0515	11-351	2.00
TARTAN FIELDS 20 B	0609	11-359	2.50

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TARTAN FIELDS 21	0516	11-348	2.00
TEETS	7402	11-014	2.00
TWIN ACRES	0403	11-026	2.00
U.S. 23 & POWELL ROAD	0031	11-166	2.00
VILLAGE AT ALUM CREEK 3	9911	11-125	2.00
VILLAGE AT ALUM CREEK4	9926	11-139	2.00
VILLAGE AT ALUM CREEK 5	0114	11-202	2.00
VILLAGE AT ALUM CREEK 6	0224	11-239	2.00
VILLAGE AT ALUM CREEK 7	0323	11-022	2.00
VILLAGE AT BALE KENYON	0520	11-383	2.00
VILLAGE AT NORTH FALLS	0409	11-323	3.00
VILLAGE AT OAK CREEK 10- A & B	9927	11-114	2.00
VILLAGE AT OAK CREEK 11	0139	11-249	2.00
VILLAGE AT OAK CREEK 12	0330	11-024	2.50
VILLAS AT WALNUT GROVE	0628		2.00
VINMAR FARMS SEC 1	0411	11-039	2.00
VINMAR FARMS SEC 2	0505	11-302	2.00
VINMAR FARMS SEC 3 A&B	0623	11-391	2.00
WALKER WOODS 02 - 1	9803	11-101	2.50
WALKER WOODS 02 - 2	9922	11-123	2.00
WALKER WOODS 03 - 1	9802	11-100	2.50
WALKER WOODS 03-2	9916	11-128	2.50
WALKER WOODS 04	9923	11-136	2.00
WALKER WOODS 05	0134	11-206	2.50
WALKER WOODS 06	9903	11-107	2.00
WALKER WOODS 07-1	9924	11-116	2.00
WALKER WOODS 07 - 2	0018	11-176	2.00
WALKER WOODS 08	9928	11-156	2.00
WALKER WOODS 09	0025	11-175	2.50
WALKER WOODS 10-1	9929	11-148	2.00
WALKER WOODS 10-2	0019	11-198	2.50
WALKER WOODS 11	9930	11-149	2.50
WALKER WOODS 12- 1 & 2	0026	11-182	2.00
WALKER WOODS 13	0111	11-193	2.00
WALKER WOODS 14	0135	11-205	2.50
WALNUT GROVE ESTATES SEC 1	0418	11-310	2.00
<i>Project Name</i>	<i>Project #</i>	<i>Auditor #</i>	<i>2009 % Collect</i>
WALNUT GROVE ESTATES SEC 2	0726		2.00
WALNUT WOODS 01	0226	11-266	2.50
WALNUT WOODS 02 A & B	0332	11-040	2.50
WEDGEWOOD 10	0122	11-210	2.00
WEDGEWOOD 11	0316	11-283	2.00
WEDGEWOOD OFFICE PARK	0715	11-401	2.00
WEDGEWOOD PARK	0205	11-242	2.00
WEDGEWOOD PARK 2	0419	11-314	2.00
WEDGEWOOD PARK 2 PH C	0528	11-345	2.00
WEDGEWOOD PARK 2 PH D	0531	11-326	2.00
WEDGEWOOD PLACE 2	0227	11-269	2.00
WEDGEWOOD PROFESSIONAL VILLAGE	0625	11-372	2.50
WESTERVILLE RES. 1 & 2	0006	11-155	2.00
WHISPER TRACE	0527	11-350	2.00
WHITETAIL MEADOWS	0023	11-171	10.00
WILLOW BEND 1	0202	11-234	2.00
WILLOW BEND 1 - 2	0308	11-259	2.00

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WILLOW BEND 3	0416	11-296	2.00
WILLOW SPRINGS N. 1	0530	11-347	2.00
WILLOW SPRINGS N. 2	0321	11-282	2.00
WILSHIRE 7 - A & B	0616	11-327	2.00
WILSHIRE ESTATES 3- 1	0005	11-120	2.50
WILSHIRE ESTATES 3 - 2	0007	11-162	2.50
WILSHIRE ESTATES 4	0016	11-177	2.00
WILSHIRE ESTATES 5- 1 & 2	0109	11-201	2.00
WILSHIRE ESTATES 6 - A & B	0228	11-265	2.00
WILSON, ROSSO, LOWE	0318	11-288	2.00
WINDSONG	0509	11-321	2.00
WOODLAND GLEN	0310	11-280	2.00
WOODLAND GLEN 2	0412	11-032	2.00
WOODLAND HALL 1	0209	11-231	2.50
WOODS AT WILDCAT RUN	0602		2.00
WOODS OF DORNOCH 2	0103	11-196	4.00
WOODS OF DORNOCH 3	0211	11-236	2.00
WOODS OF DORNOCH 4	0503	11-307	2.50
WOODS ON SELDOM SEEN 3-1	0108	11-211	2.00
WOODS ON SELDOM SEEN 3 -2	0203	11-243	2.00
ZIMMERMAN	0317	11-287	5.00

2009 INSPECTION REPORT

General Information

1. Name and number of group

2. Type of group:

O=Open Ditch

T=Tile

ST=Storm Tile

B=Basin

S=Swale

W/W=Waterway

S/D=Surface Drain

3. Balance Money as of January 1, 2008

Proposed Work

1. Brush and cattails need sprayed

2. Fertilizer and seeding is needed

3. Pipe is needed

4. Cost of project to do work

5. Assessment Column has percent collected for 2009 and projected income for 2008 and 2009.

JOINT COUNTY 2009 TAXES

Ditch Name	Percentage	County
Adams	5%	Delaware / Marion
Carter Joint County	0%	Delaware / Marion
Cook Joint County	50%	Delaware / Licking
Coomer 435 Main	3%	Delaware / Morrow
Coomer 435 Lateral A	2%	Delaware / Morrow
Darst Joint County	0%	Delaware / Marion
DeGood	20%	Delaware / Union
Pumphrey Joint County	7%	Delaware / Morrow
Tartan Field Jt. Co. 8,9,10, 11	2%	Delaware / Union

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TRI-COUNTY 2009 TAXES

Ditch Name	Percentage	County
Randall Howison Tri County	0%	Delaware / Marion / Union

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

RESOLUTION NO. 08-325

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Michael Evans, with the EMS Department is retiring after 29 years of service to the County; effective date March 29, 2008.

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

RESOLUTION NO. 08-326

IN THE MATTER OF APPROVING A CONTRACT ADDENDUM TO THE COMMUNITY-BASED
CORRECTIONS PROGRAM 407 SUBSIDY GRANT AGREEMENT AND APPROVING SUPPLEMENTAL
APPROPRIATION FOR ADULT COURT SERVICES:

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

ADDENDUM TO COMMUNITY-BASED CORRECTIONS PROGRAM
407 SUBSIDY GRANT AGREEMENT

This Addendum is between the State of Ohio, Department of Rehabilitation and Correction, and Delaware County. It modifies the Community-Based Corrections Program 407 subsidy grant agreement in the amount of \$133,732 executed by the parties on the date of October 26, 2007.

The grant award shall be increased by \$6,669 from \$133,732 to \$140,401 effective on the date approved by the Director of the Ohio Department of Rehabilitation and Correction. Total expenditures for Fiscal Year 2008 (July 1, 2007 to June 30, 2008) will not in any case exceed \$140,401.

Further Be It Resolved, That The Commissioners Approve The Following Supplemental Appropriation For Adult Court Services:

Supplemental Appropriation

25422301-4530	Community Based Corrections Grant/State Grant	\$	6,669.00
25422301-5201	Community Based Corrections Grant/Office Supplies	\$	3,279.00
25422301-5220	Community Based Corrections Grant/Software	\$	301.00
25422301-5250	Community Based Corrections Grant/Minor Tools	\$	950.00
25422301-5260	Community Based Corrections Grant/Inventoried Tools	\$	1,299.00
25422301-5305	Community Based Corrections Grant/Training	\$	800.00
25422301-5315	Community Based Corrections Grant/Air Card	\$	40.00

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

RESOLUTION NO. 08-327

IN THE MATTER OF APPROVING A CONTRACT ADDENDUM TO THE COMMUNITY-BASED
CORRECTIONS PROGRAM 407 SUBSIDY GRANT AGREEMENT:

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

ADDENDUM TO COMMUNITY-BASED CORRECTIONS PROGRAM
407 SUBSIDY GRANT AGREEMENT

This Addendum is between the State of Ohio, Department of Rehabilitation and Correction, and Delaware County. It modifies the Community-Based Corrections Program 407 subsidy grant agreement executed by the parties on the date of May 31, 2007 TO INCORPORATE OHIO ETHICS AND EXECUTIVE 2007-01 S:

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OHIO ETHICS: ALL CONTRACTORS WHO ARE ACTIVELY DOING BUSINESS WITH THE STATE OF OHIO OR WHO ARE SEEKING TO DO BUSINESS WITH THE STATE OF OHIO ARE RESPONSIBLE TO REVIEW AND COMPLY WITH ALL RELATIVE DIVISIONS OF O.R.C. SECTIONS 102.01 TO 102.09, AND GOVERNOR STRICKLAND'S EXECUTIVE ORDER 2007-01 S FOR ETHICS.

IN ACCORDANCE WITH EXECUTIVE ORDER 2007-01 S, CONTRACTOR, BY SIGNATURE ON THIS DOCUMENT, CERTIFIES: (1) IT HAS REVIEWED AND UNDERSTANDS EXECUTIVE ORDER 2007-01S, (2) HAS REVIEWED AND UNDERSTANDS OHIO ETHICS AND CONFLICT OF INTEREST LAWS, AND (3) WILL TAKE NO ACTION INCONSISTENT WITH THOSE LAWS AND EXECUTIVE ORDER 2007-01 S. THE CONTRACTOR UNDERSTANDS THAT FAILURE TO COMPLY WITH EXECUTIVE ORDER 2007-01S IS, IN ITSELF, GROUNDS FOR TERMINATION OF THIS CONTRACT AND MAY RESULT IN THE LOSS OF OTHER CONTRACTS WITH THE STATE OF OHIO UP TO AND INCLUDING DEBARMENT.

CONTRACTOR CERTIFIES THAT IT IS CURRENTLY IN COMPLIANCE AND WILL CONTINUE TO ADHERE TO THE REQUIREMENTS OF OHIO ETHICS LAWS.

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

RESOLUTION NO. 08-328

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Lateral position change recommendation for Rose Powers from a Social Service Worker III-Ongoing to a Social Service Worker III-Adoption; effective date April 1, 2008.

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

RESOLUTION NO. 08-329

IN THE MATTER OF AMENDING THE CHILD CARE SERVICES CONTRACTS BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS DAWNYA CHEMELLE COLEMAN AND SAMANTHA CARTER:

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

Dawnya Chemelle Coleman

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

This amendment, effective March 12, 2008, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Dawnya Chemelle Coleman entered into on the 1st day of January 2008.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$25,000 to \$75,000.

Samantha Carter

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

This amendment, effective January 27, 2008, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Samantha Carter entered into on the 1st day of January, 2008

Change of address: From 1515 Cleveland Ave., Columbus, Oh 43221 to

New Address: 924 E. 13th Ave., Columbus, OH 43211

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

RESOLUTION NO. 08-330

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
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IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS AS LISTED:

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

BASIC RATES

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

Hourly: Paid after 60 hours

Part-time Week for Center and Type A Providers: 8 hours to 24.9 hours

Hourly Paid for .1 hour to 7.9 hours

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

Hourly: Paid after 50 hours

Part-time Week for Home Providers: 8 hours to 24.9 hours

Hourly Paid for .1 hour to 7.9 hours

Child Care Provider		Full	Part Time	Hourly
Enchanted Care Learning 7810 Graphics Way Lewis Center, Ohio 43015	Infant	\$213.90	\$ 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
	Summer School Age	\$153.80	\$ 104.31	\$ 6.40
Nikou Learning Center 600 N. State Street Westerville, Ohio 43081	Infant	\$213.90	\$ 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
	Summer School Age	\$153.80	\$ 104.31	\$ 6.40
	Before Or After	\$ 60.00	\$ 60.00	\$ 5.47

Child Care Provider	Infants	Toddlers	Preschool	School
Pamela Griffin 1150 Kames Way Drive New Albany, Ohio 43054	\$110.51 Full	\$107.25 Full	\$99.44 Full	\$88.91 Full
	\$ 81.25 Part	\$ 83.04 Part	\$84.32 Part	\$67.21 Part
	\$ 3.88 Hourly	\$ 3.66 Hourly	\$ 4.33 Hourly	\$ 3.96 Hourly
	Summer Rate	\$98.05 Full	\$71.17 Part	\$4.56 Hourly
Lisa Burrell 656 Congress Ct. Delaware, Ohio 43015	\$147.34 Full	\$143.00 Full	\$132.58 Full	\$118.55 Full
	\$ 108.33 Part	\$ 110.72 Part	\$ 112.42 Part	\$ 89.61 Part
	\$ 5.17 Hourly	\$ 4.88 Hourly	\$ 5.77 Hourly	\$ 5.28 Hourly
	Summer Rate	\$130.73 Full	\$ 94.89 Part	\$ 6.08 Part time
Nicoloe Otten 108 Channing Street Delaware, Ohio 43015	\$147.34 Full	\$143.00 Full	\$132.58 Full	\$118.55 Full
	\$ 108.33 Part	\$ 110.72 Part	\$ 112.42 Part	\$ 89.61 Part
	\$ 5.17 Hourly	\$ 4.88 Hourly	\$ 5.77 Hourly	\$ 5.28 Hourly
	Summer Rate	\$130.73 Full	\$ 94.89 Part	\$ 6.08 Part time

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

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

RESOLUTION NO. 08-331

IN THE MATTER OF CERTIFYING TO THE COUNTY AUDITOR SANITARY SEWER CAPACITY CHARGES:

It was moved by Mr. Evans, seconded by Mr. Ward to certify the Sanitary Sewer Capacity Charges as follows:

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5200 Worthington Road

In the amount of \$5,900.00 with \$2,218.40 finance charge (pro-rated over a 10 year period) making total of \$8,118.40 for placement on tax duplicate. Bi-annual payment being \$405.92.

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

RESOLUTION NO. 08-332

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR CLEAR CREEK SECTION 1 AND OLENTANGY FALLS SECTION 3:

It was moved by Mr. Ward, seconded by Mr. Evans to approve sanitary sewer plans for Clear Creek Section 1 And Olentangy Falls Section 3 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 08-333

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND AMANDA PLUMBING SEWER AND DRAIN FOR PLUMBING REPAIRS TO THE DELAWARE COUNTY SOLID WASTE TRANSFER STATION:

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

WHEREAS, the Solid Waste Transfer Station is owned by Delaware County and currently operated by Central Ohio Contractors, Inc.; and

WHEREAS, the Delaware General Health District has stated that plumbing work at the scale house/office needs to be modified to meet the Ohio Plumbing Code; and

WHEREAS, the Division of Environmental Services has solicited estimates to complete the required work from several contractors; and

WHEREAS, the Division of Environmental Services has determined that Amanda Plumbing Sewer and Drain of Delaware, Ohio has provided the most thorough and cost effective proposal and is competent in performing the work required;

THEREFORE, be it resolved that the Board of County Commissioners execute the agreement for plumbing repairs at the Solid Waste Transfer Station with Amanda Plumbing Sewer and Drain of Delaware, Ohio.

FURTHERMORE, let it be resolved that the Board of County Commissioners approve a Purchase Order to Amanda Plumbing Sewer and Drain of Delaware, Ohio from account number 68011916-5328 in the amount of \$5,200.00.

PLUMBING REPAIRS TO THE
DELAWARE COUNTY SOLID WASTE TRANSFER STATION
CONTRACT BETWEEN DELAWARE COUNTY BOARD OF COMMISSIONERS
AND AMANDA PLUMBING OF DELAWARE, OHIO

THIS AGREEMENT is by and between Delaware County Board of Commissioners, Delaware, Ohio

(Owner) and Amanda Plumbing Sewer and Drain, Delaware, Ohio

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:
Plumbing repairs to Solid Waste Transfer Station located at 888 US 42 North, Delaware, Ohio 43015. Plumbing repairs generally include removing the existing hydrant, installing a new water line by directional boring, installing a new thermal line hydrant, and connecting the office trailer to the new water line. The Contractor will obtain required permits and coordinate required inspections. Work is

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more completely described in the contractor's proposal, attached as Exhibit A.

ARTICLE 2 - THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents is generally described as follows: Plumbing repairs generally include removing the existing hydrant, installing a new water line by directional boring, installing a new thermal line hydrant, and connecting the office trailer to the new water line. The Contractor will obtain required permits and coordinate required inspections. Work is more completely described in the contractor's proposal, attached as Exhibit A.

ARTICLE 3 - ENGINEER

- 3.01 The Project has been specified by Delaware County Division of Environmental Service, who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment; Extensions

- A. The Work will be substantially completed within 30 calendar days after contract commencement, and completed and ready for final payment by within 45 calendar days after contract commencement.
- B. Reasonable extensions to the deadlines provided for in Paragraph 4.02.A shall be permitted as follows:
1. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay, provided Contractor makes a written Claim to Owner for said extension. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work, fires, floods, epidemics, abnormal weather conditions, or acts of God.
 2. Contractor shall not be entitled to an extension for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Paragraph 4.02.B. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$100.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$ 500.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

4.04 Termination

- A. The Owner may, at any time, terminate this Contract without cause. Termination pursuant to this Paragraph shall take effect immediately upon receipt of the notice of termination by either party. Such a termination does not bar either party from pursuing a claim for damages for breach of this Contract. In the event of termination, Contractor shall be compensated for all work completed prior to the effective date of termination.

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- B. If either party fails to substantially perform in accordance with the provisions of this Contract, the other party shall notify the party failing to perform in writing of the substantial failure of performance. Such written notice shall specifically state the nature of the substantial failure(s) of performance. If the party receiving such notice fails to correct the indicated substantial failure(s) of performance within ten (10) days of receiving such notice, this Contract may be terminated, for cause. Upon such termination, the parties shall be entitled to all such rights and remedies as the law may allow.
- C. Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined below:

- A. For all Work other than Unit Price Work, a Lump Sum of:

Five Thousand, Two Hundred dollars	\$5,200.00
(words)	(numerals)

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application for Payment and accompanied by such supporting documentation exhibiting the Work completed as of the date of the Application for Payment. Applications for Payment will be processed by Engineer. The Engineer shall make a recommendation to Owner for payment upon approval of the Application for Payment.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment no later than 30 days after receipt of an approved application of payment by the Contractor. Engineer shall provide comments and or corrections on the subject pay application no later 10 days after receipt of application. Owner shall pay application for payment within 30 days of receipt of an approved pay application by the Engineer. All such payments will be measured by the Owner as percent complete of the total scope of work.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages,;
 - a. 92 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Owner, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and
 - b. 92 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - 2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 92 percent of the Work completed, less such amounts as Owner shall determine and less 50 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 Final Payment

- A. Upon final completion and acceptance of the Work, the Owner shall pay the remainder of the Contract Price.

6.04 Interest

- A. All monies not paid when due as provided shall bear interest at the rate of one percent (1.0%) per annum.

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ARTICLE 7 – LIABILITY

7.01 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Article 7 shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Article 7 shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve, maps, drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.02 Insurance

- A. General Liability Coverage: Contractor shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence with an annual aggregate of not less than \$2,000,000, including coverage for subcontractors, if any.
- B. Automobile Liability Coverage: Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles.
- C. Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio.
- D. Additional Insureds: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Paragraphs 7.02.A and 7.02.B.
- E. Proof of Insurance: Prior to the commencement of any work under this Agreement, Contractor shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Agreement.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

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- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents, and safety precautions and programs incident thereto.
- E. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.
- F. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- G. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Work Change Directive(s).
 - b. Change Order(s).
 - c. Certificate of Substantial Completion
 - d. Contractor's Application for Payment
 - 2. This Agreement (pages 1 to 10, inclusive).
 - 3. Exhibits to this Agreement (enumerated as follows):
 - a. Project Scope document, "Exhibit A".
 - b. Contractor's Estimate, "Exhibit B"
 - c. Non-Collusion Affidavit
 - d. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - e. Personal Property & Real Estate Tax Affidavit
 - f. Non-Discrimination and Equal Employment Opportunity Affidavit
 - g. Certification / Affidavit in Compliance with O.R.C. Section 3517.13
 - h. DMA Form – Homeland Security
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).

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- C. This Agreement, along with the Contract Documents, shall constitute the entire understanding and agreement between the Owner and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended as provided in this Agreement.
- D. In the event of a conflict between the Contract Documents, the documents shall have precedence according to the order listed in Paragraph 9.01.A of this Agreement, document number one having precedence, and so on.
- E. There are no Contract Documents other than those listed above in this Article 9.
- F. The Contract Documents may only be amended, modified, or supplemented as follows:
 - 1. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
 - 2. The requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 - a. A Field Order;
 - b. Engineer's approval of a Shop Drawing or Sample; or
 - c. Engineer's written interpretation or clarification.

ARTICLE 10 - MISCELLANEOUS

10.01 Definition of Terms

- A. Undefined Terms used in this Agreement shall have their common and ordinary meanings, subject to any specific meanings attributed to trade usage.
- B. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
 - 1. Agreement - The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 - 2. Application for Payment - The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 - 3. Change Order - A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 - 4. Claim - A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 - 5. Contract - The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
 - 6. Contract Documents - Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
 - 7. Contract Price - The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement.

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8. Contract Times - The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment.
9. Field Order - A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
10. Specifications - That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
11. Substantial Completion - The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer or Owner, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
12. Work - The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

10.02 Assignment of Contract

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Survival of Obligations

All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

10.06 Independent Contractor

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

10.07 Governing Law

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

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10.08 No Waiver

No waiver of breach of any provision of this Contract shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Contract or any other provision hereof. No term or provision of this Contract shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

10.09 Findings for Recovery

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

10.10 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/non-assistance described in R.C. § 2909.33(A) and understands that this Contract 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.

10.11 Campaign Finance – Compliance with O.R.C. § 3517.13

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part thereof.

10.12 Use of Facility during Construction

Contractor understands that the solid waste transfer station must continue to operate during normal posted hours of operation throughout the duration of this Contract. Contractor shall coordinate Work with Owner, other contractors and facility operator to prevent disruption to the function of the facility during normal business hours.

10.13 Contractor agrees to the following:

- A. That, in the hiring of employees for the performance of work under the contract or any subcontract, Contractor, any subcontractor, or any person acting on Contractor’s or subcontractor’s behalf, by reason of race, creed, sex, disability as defined in section 4112.01 of the Revised Code, or color, shall not discriminate against any citizen of the state in the employment of labor or workers who is qualified and available to perform the work to which the employment relates;
- B. That Contractor, any subcontractor, or any person on Contractor’s or subcontractor’s behalf, shall not, in any manner, discriminate against or intimidate any employee hired for the performance of work under the contract on account of race, creed, sex, disability as defined in section 4112.01 of the Revised Code, or color.
- C. That there shall be deducted from the amount payable to the Contractor by the Owner, under this contract, a forfeiture of twenty-five dollars for each person who is discriminated against or intimidated in violation of this contract;
- D. That the contract shall be canceled or terminated by the Owner, and all money to become due hereunder may be forfeited, for a second or subsequent violation of the terms of this section of the contract.

10.14 Headings

Article and paragraph headings in this Agreement are inserted for convenience only and shall not affect

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the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

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

RESOLUTION NO. 08-334

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE BOARD OF DELAWARE COUNTY COMMISSIONERS AND FLOWLINE, LLC FOR SANITARY SEWER COLLECTION SYSTEM BACKUP SERVICES:

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

WHEREAS the Division of Environmental Services has determined that contract services for both emergency and non-emergency situations are needed to provide proper service to sewer district customers, and

WHEREAS the Division of Environmental Services recommends contract services to provide sanitary sewer, force main and pump station repair and maintenance in which the County cannot perform because of the lack of labor, applicable equipment and or materials under both emergency and non-emergency situations, and

Whereas, Flowline, LLC of Columbus, Ohio has provided hourly labor and equipment costs that are acceptable to the County for the desired services, and

Whereas the Division of Environmental Services has determined that Flowline, LLC is competent in performing the work contemplated in the proposed service agreement.

THEREFORE be it resolved that the Board of County Commissioners execute the service agreement for contract services with Flowline, LLC of Columbus, Ohio

FURTHERMORE Let it be resolved that the Board of County Commissioner’s approve the purchase order with the following allocations:

- \$11,500 from Org Key 66290305 -5328
- \$11,500 from Org key 66290405-5328
- \$1000 from Org Key 66290605-5328
- \$1000 from Org Key 66290705-5328

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 FlowLine, LLC of Columbus , Ohio 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 Exhibit A which is made a part hereof as if fully rewritten herein. 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. The Work is generally described as sanitary sewer, force main and pump station repair and maintenance in which the County cannot perform because of the lack of labor or applicable equipment and or materials under both emergency and non-emergency situations. The Contractor shall conduct the Work in accordance with this agreement and Exhibit "A," which is made a part hereof as if fully rewritten herein. The Contractor acknowledges that his company is competent in the execution of the Work as contemplated herein.

ARTICLE TWO: SCHEDULE OF PAYMENTS

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The Board and Contractor agree that labor and equipment rates detailed in Exhibit B will be used to invoice the County for all work performed through December 31st 2008. All work shall be billed using the actual time and materials accrued as the basis of payment. Contractor agrees that a maximum multiplier of 1.10 will be used to establish billable values for any material or subcontractor required to perform the work as directed by the County. The Contractor agrees that the above referenced invoices shall be supplied to the Division of Environmental Services within ten (10) calendar days after the completion of the work. 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 the extent applicable, have been satisfied. The submitted invoices shall be sufficiently detailed as required by the County. 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. The Board shall not be responsible for expenses attributable to the errors or neglect of the Contractor. The value of this agreement shall not exceed \$25,000.00 in billable services to the County. In the event that the Contractor exceeds this value, the Contractor will be liable for all charges over and above the contract limit as stipulated herein.

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 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 shall perform all work and disposal of all debris and or waste 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. If available, the County may provide a disposal site/location for debris and or waste that is collected from County facilities.

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

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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 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.

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, clean up 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. Contractor shall be respectfully of the County's customers and the general public. The Contractor understands that some requested activities and their related consequences (e.g. sewer cleaning with high pressure jetting) require public notification even under emergency conditions. Therefore the Contractor shall cooperate with the County to insure the public notice has been provided to the potential affected households and or public. 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 County property 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 as soon as possible when such emergency arises. In the event that the Contractor causes a Sanitary Sewer Overflow (SSO) and or unregulated discharge because of the Contractor's negligence, neglect and errors, etc. the Contractor will be solely responsible for all mitigation required by controlling regulatory agencies related to this occurrence.

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.

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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 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 ownership, 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

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.

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

ARTICLE TWENTY: 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-ONE: 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 TWO: 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 THREE: 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/non-assistance 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.

ARTICLE TWENTY FOUR: Campaign Finance – Compliance with O.R.C. § 3517.13

Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part thereof.

EXHIBIT A

**Sanitary Sewer Collection System Backup Service Contract
Scope of Work**

Contractor shall provide the following minimum services as required by Delaware County on an as needed basis:

Tasks

Cleaning of Sewers, Manholes, Force Mains, and Air Release Valves

- Jetting and Vacuuming of sewers and manholes

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- Cleaning (pigging) of force mains
- Cleaning and flushing of air release valves
- Cleaning of pump station wet wells including but not limited to the removal of grease, grit, and debris.

Repair of Sewers, Manholes, Force Mains and Air Release Valves

- Repair of gravity sewers by various applicable in situ and open cut methods and in accordance with the Sewer District standards.
- Repair of manholes including but not limited to grouting, epoxy coating, cone and barrel section, risers, lid and frame repair and or replacement.
- Repair of force mains of various materials including but not limited to ductile iron, PVC, and HDPE. Force main sizes vary from 2 to 36 inch.
- Repair/removal/replacement of air release valves. Valves varying in type, size and configuration.
- Replacement and or repair of corporation stop valves.
- Replacement and or repair of saddles and taps for valves.
- Bypass pumping of sewers, manholes, force mains to facilitate repairs
- Repair of manholes including but not limited to grouting, cone and barrel section, risers, lid and frame repair and or replacement.

Contractor shall be capable of the following:

- Confined space entry including under respirator required conditions
- Cleaning and Jetting of sanitary sewers, force mains, and wet wells
- Bypass pumping of pump stations.
- Excavation to repair underground facilities.
- Disposal of any and all debris collected from cleaning and or jetting activities.
- Performance of Tasks as delineated above.

Provided Equipment

Contractor shall provide the all equipment to facilitate the completion of the above Tasks, including but not limited to:

- Jet truck and required appurtenances capable of jetting up to 800 feet of sanitary sewer with diameters between 6 and 48 inches.
- Jet/Vac equipment capable of both on and off road access to sewer system that need maintenance.
- Ability to enter manholes and structures (both confined and un confined space) to depths of 55 feet below the adjacent ground surface.
- Vacuum Truck with minimum 2000 gallon liquid capacity.
- Crane to remove equipment/debris/objects form underground facilities. Crane shall have a rated capacity of not less than 2 tons.
- Bypass pumps as needed.
- All required support vehicles, equipment, power, hand tools, and both non consumable and consumable materials to complete the required work.

Provided Labor and Materials

Contractor shall provide all labor and materials required to complete tasks and assignments as required by the County.

Response time:

Contractor shall respond to service calls by the Owner within two (2) hours of receipt of call. Contractor shall provide a means to be reliably contacted twenty four hours a day – seven days a week. If contractor is unable to meet response time requirements as delineated above, the contractor shall immediately inform the County at the particular time of the call or request from the County for assistance.

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

RESOLUTION NO. 08-335

**IN THE MATTER OF REFUNDING POINTE AT SCIOTO RESERVE MONEY DUE TO THEM AND
APPROVING SUPPLEMENTAL APPROPRIATIONS, A PURCHASE ORDER AND A VOUCHER IN
ORDER TO MAKE THE REFUND:**

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

Whereas, The Delaware County Bank and Trust handles all mailings and payments that are sent to the Delaware County Regional Sewer District’s post office box;

Whereas, these payments are handled by an automated system which can not verify the name on the “Pay to the Order of” line on each check;

Whereas, occasionally a check is deposited into the Regional Sewer District’s account which is not written to the Regional Sewer District;

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Whereas, such a check written to “Scioto Reserve HOA” from “Pointe at Scioto Reserve” in the amount of \$26,220.00 was deposited into the Regional Sewer District’s SRF Scioto Reserve account (66290701-4250) on March 3, 2008;

Whereas, Regional Sewer District staff found the mistaken deposit during routine verification of all funds received by the Regional Sewer District;

Whereas, the Regional Sewer District needs to refund the money mistakenly deposited into County funds;

Whereas, a supplemental appropriation of funds is needed to refund this money;

Therefore, let it be resolved that the Board of County Commissioners shall approve a supplemental appropriation in the amount of:

Supplemental Appropriation

66290701-5319	SRF SR ADMIN/Refunds	\$	26,220.00
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Furthermore, let it be resolved that the Board of County Commissioners shall approve a Purchase Order and Voucher to Pointe at Scioto Reserve from account number 66290701-5319 in the amount of \$26,220.00 to make the refund.

Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Aye
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RESOLUTION NO. 08-336

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Resignation of Robert Evans with the Water Reclamation Department; effective date March 20, 2008.

Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Aye
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RESOLUTION NO. 08-337

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

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 9:55AM.

Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Aye
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RESOLUTION NO. 08-338

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Evans, seconded by Mr. Jordan to adjourn out of Executive Session at 11:30AM.

Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Aye
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There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

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James D. Ward

Letha George, Clerk to the Commissioners