

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 18, 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

RESOLUTION NO. 08-1498

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 15, 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 December 15, 2008 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 08-1499

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1217 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR1217:

It was moved by Mr. Evans, seconded by Mr. Ward to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1217, memo transfers in batch numbers MTAPR1217 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
<b>PO's</b>			
Alert Tracking Systems Inc.	Alert Leads Interface	21411306-5320	\$ 8,775.00
<b>Decreases</b>			
TSC	Bioxide	66290605-5201	\$ 100.24
Harrington Inc.	Bioxide	66290602-5270	\$ 300.00
ITT Flygt	Bioxide	66290602-5270	\$ 100.00
Cutting Edge Construction	Formula 2007 Grant/Ashley	23011708-5365	\$ 10,600.00
Cutting Edge Construction	Formula 2007 Grant/Ashley	23111709-5365	\$ 8,300.00
<b>Increases</b>			
Pitney Bowes	Postage	10011105-5331	\$ 10,000.00
Facilities	Fuel/OECC	66290302-5228	\$ 1,632.00
Facilities	Fuel/AC	66290402-5228	\$ 2,832.00
Facilities	Fuel/Tartan	66290602-5228	\$ 96.00
Facilities	Fuel/Benttree	66290802-5228	\$ 48.00
Facilities	Fuel Scioto	66290702-5228	\$ 144.00
Facilities	Fuel/Facilities	66291002-5228	\$ 48.00
JFS	Rent Deposit	22411602-5348	\$ 5,000.00
JFS	Rent Deposit	22511607-5348	\$ 1,000.00
Hull & Associates Inc.	Quality Testing	66290302-5301	\$ 4,000.00
Instrument & Chemical Services	Quality Testing	66290302-5270	\$ 4,000.00
Siemens	Bioxide	66290608-5290	\$ 111.30
Siemens	Bioxide	66290609-5390	\$ 3,168.00
Blues Auto Service	County Accident Repairs	60111901-5370	\$ 10,000.00
AEP	Electric Service	10011105-5338	\$ 14,155.72
ODJFS	Unemployment	10011108-5370	\$ 3,500.00
CEBCO	Premiums	60211902-5370	\$ 205,667.50
<b>Vouchers</b>			
Maddox NBD Inc.	Architect Fees	40211405-5410	\$ 16,230.30
CEBCO	Claims January	60211902-5370	\$ 828,718.05
Pitney Bowes	Postage for Mailroom	10011105-5331	\$ 10,700.00
OH Reg Development Corp.	Formula 2007 Fair Housing	23011708-5365	\$ 6,100.00
JOG	Jobs for OH Graduates	22311611-5348	\$ 8,773.11
Bob McDorman Chevrolet	2 2009 Chevy Pick Up Trucks	66290302-5450	\$ 37,597.56
William H. Shepherd PE Inc.	Structural Work/Transfer Station	68011916-5301	\$ 11,866.00
Central OH Contractors	Sludge Disposal	66290403-5380	\$ 7,723.69
AEP	Electric Service	10011105-5338	\$ 14,155.72
CompManangement	Various Bank Fees	61311923-5301	\$ 5,154.17
Concord/Scioto Community Auth	Treatment Facility Payments	66690501-5415	\$ 1,705,762.30

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OH Public Defender	Allen Murder Case	10011202-5301	\$	12,692.80
OH Public Defender	Allen Murder Case	10011202-5301	\$	7,991.35
Cutting Edge Construction	Formula 2007 Grant/Ashley	23011708-5365	\$	19,914.00
Decker Construction	Formula 2007 Grant/Ashley	23011708-5365	\$	42,600.00
Decker Construction	Formula 2007 Grant/Ost Street	23111709-5365	\$	9,800.00
Starr Commonwealth	Residential Treatment	22511607-5342	\$	15,738.88
Luthern Social Services	Residential Treatment	22511607-5342	\$	19,083.00
Advantage Adoption	Residential Treatment	22511607-5342	\$	9,069.00
The Bair Foundation	Residential Treatment	22511607-5342	\$	17,895.57
Tri State Academy	Residential Treatment	22511607-5342	\$	15,525.00
The Village Network	Residential Treatment	22511607-5342	\$	9,270.00
Adriel School Inc.	Residential Treatment	22511607-5342	\$	10,928.44
The Village Network	Residential Treatment	22511607-5342	\$	77,343.30
The Goddard School	Day Care	22411610-5348	\$	5,806.46
Nikou Learning Center	Day Care	22411610-5348	\$	6,424.24
BCMh	Crippled Children	10011102-5319	\$	14,788.40
Trident	Security	10011102-5301	\$	9,150.24
Clerk of Courts	Schneider Tussic Road Property	29214005-5401	\$	10,851.00
<b>Memo Transfer Vouchers</b>				
<b>From</b>	<b>To</b>			
Code Compliance	Soil and Water	Drainage	\$	5,175.00
10011301-5301	7219091-4243	Protection Fees		
Economic Development	Economic Development	Formula 2007	\$	5,800.00
23011708-5365	21011113-4201	Grant		

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

RESOLUTION NO. 08-1500

IN THE MATTER OF APPROVING THE FOLLOWING LIST OF CARRY-OVER PURCHASE ORDERS FOR 2009:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the following list of carry-over purchase orders for 2009:

CODE	Vendor	QTY	DESCRIPTION	Org Key	Object
COM	V00955	9,608.00	Autopsy-Franklin County	10030301	5342
COM	V00394	5,250.00	Coroner Calls -Rodman Neeper	10030301	5342
	V01617	8,659.16	General Body Shop	60111901	5370
	V13375	12,120.49	Blue’s Auto Body	60111901	5370
	V11022	6,291.27	Corsa	60111901	5370
	V08442	8,540.00	Garland-Willis Bldg Wind Damage	60111901	5370
PBDF	V08523	61,244.14	Public Defenders-PD Services	10011202	5301
ED	V13781	10,400.00	Ohio Regional Devel	Dchip Home Repair Inspections	23111711 5365
ED	V15624	6,600.00	Pomante Contractors	Dchip Home Repair Meredith Rd.	23111711 5365
ED	V04382	7,984.00	Tyevco	Dchip Home Repair 585 Dogwood	23011702 5365
FAC	V00374	17,000.00	Beem's Bp	Gasoline	10011106 5228
FAC	V04832	11,500.00	Bp Products	Gasoline	10011106 5228
FAC	V13688	10,546.35	Alum Creek Wttp	Gasoline	10011106 5228
FAC	V04774	10,500.00	AEP	Electric	10011105 5338
FAC	V04805	6,000.00	Verizon North	Telephone Ser	10011105 5330
CSEA	D00041	6,000.00	Prosecutors Attorney Cost	23711630	5301
CSEA	D00050	5,000.00	Sheriff's Office Contract	23711630	5301
CSEA	D00008	11,300.00	Common Pleas 2nd Court Contract	23711630	5360
CSEA	D00030	22,000.00	Juvenile Court Court Contract	23711630	5360
EMS	V01277	10,000.00	Downes Hurst &	Fishel Legal Services	10011303 5361
EMS	V02464	23,719.61	Liberty Township	Ems Runs	10011303 5345
EMS	V17792	11,420.00	Rw Management	Feasibility Study	10011303 5301

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EMS	V17724	7,992.00	Workhealth Tb Testing	And Hepatitis Screening	10011303	5342
911	V08694	8,933.00	Motorola	Portable Radios	21411306	5260
COMM	V04829	16,980.00	City Of Delaware	Prosecutor Municipal	10011102	5301
COMM	V14977	7,450.00	Trident Group	Security	10011102	5345
COMM	V04797	8,700.00	State Of Ohio Crippled	Children BCMH	10011102	5319
COMM	D00030	19,100.00	Juvenile Court	Csea Contract	10011102	5360
COMM	D00008	8,100.00	Common Pleas 2	Csea Contract	10011102	5360
COMM	V04504	10,900.00	Maximus	Cost Allocation	10011102	5301
COMM	V16100	50,000.00	Design Group	Courts Building Design	10011102	5301
COMM	V14868	50,000.00	Pizzuti Solutions	Courts Building Design	10011102	5301
COMM	V08180	33,801.00	Excel Management	Voice & Data Willis	40111412	5410
COMM	V03077	11,295.00	Northwestern Ohio	Access Control	40111402	5410
COMM	V03077	9,800.00	Northwestern Ohio	Elevator Control	40111402	5410
COMM	V08442	22,750.00	Garland Gutter	-Roof Maint Willis	40111402	5410
COMM	V04504	11,375.00	Maximus	E File Clerk Of Courts	40111402	5410
COMM	V12650	6,700.00	Simplex Grinnell	Fire Protection Library	40111402	5268
COMM	V02304	69,450.00	Kirk Williams	Hvac Boiler Replace	40111402	5410
COMM	V03115	99,000.00	Office City	Furniture Willis	40111402	5410
COMM	V18079	5,000.00	Delaware Monument	Vet Monument	40111402	5450
COMM	V11829	12,020.00	Comdoc Inc	Copier Commissioners	40111402	5450
COMM	V01602	5,000.00	Gardner Architect	Hayes For Probate	40111402	5410
COMM	V18268	13,456.00	Stewart Security	Willis Cameras	40111402	5450
COMM	V18268	9,228.00	Stewart Security	Equipment	40111402	5450
COMM	V04877	5,603.00	Dell Marketing	BOE Server	40111402	5450
COMM	V04877	14,626.00	Dell Marketing	BOE Computers (14)	40111402	5260
COMM	D00003	5,000.00	Develop Disabilities	County Home Assisted	10011501	5350
COMM	V05002	46,186.94	Floyd Brown	Trail Design	23811001	5301
COMM	V08694	64,114.00	Motorola	Radio Consoles	21411306	5450
COMM	V14868	48,000.00	Pizzuti Solutions	Courts Building Design	40411414	5410
COM	V01171	7,600.00	Delaware Municipal Court-	Reimb Juror Fees	10029203	5360
JFS	V02180	\$35,000.00	Jobs For Ohio Graduates	Jobs For Ohio Graduates	22311611	5348
JFS	V17265	\$7,580.00	Sky Climber Southern State	Training	22311611	5348
JFS	V15360	8,000.00	Comm Coll	Cdla Certification	22311611	5348
JFS	V17724	350.00	Workhealth	Tests/Exams/Innoculations	22311611	5348
		75,880.00				
JFS	V09765	6,500.00	Certified Oil	Client Travel Gas	22411601	5355
JFS	D00060	\$5,500.00	Data Delaware Area	Client Transportation	22411601	5355
JFS	V09834	\$22,188.00	Career Center Delaware Area	Jump Start	22411601	5348
JFS	V04834	\$14,165.00	Career Center	Able	22411601	5348
JFS	D00043	\$50,000.00	Fcfc	Help Me Grow	22411601	5348
JFS	D00043	\$10,000.00	Fcfc	After School Intervention	22411601	5348
JFS	V01118	\$7,500.00		CLIENT TRANSPORTATION	22411601	5355
JFS	T09220	5,000.00	Jfs Utilities	Utilities	22411602	5348
JFS	D00025	5,650.00	Facilities Licking County	Postage	22411605	5331
JFS	V17173	\$5,000.00	Djfs	Contract Monitoring	22411605	5348
JFS	T00894	\$200,000.00	Various Vendors	Day Care	22411610	5348
		\$375,405.09				
JFS	T00894	\$30,000.00	Various Vendors	Day Care	22511607	5348
JFS	T08674	\$325,000.00	Various Vendors	Residential Treatment	22511607	5342
JFS	T10316	\$5,000.00	Various Vendors	Board And Care	22511607	5350
		379,430.00				
JFS	D00027	6,097.00	Health Department	Contract-Children's Trust	22811609	5301
JFS	V01892	8,751.50	Helpline	Contract-Children's Trust	22811609	5301
FCF	D00027	15,258.49	Health Department	Contract-Help Me Grow	70161602	5348

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				Part C		
FCF	D00027	20,741.65	Health Department	Contract-Help Me Grow Grf	70161606	5348
FCF	D00027	64,262.79	Health Department	Contract-Help Me Grow Tanf	70161607	5348
				Sewer Construction - Perry Taggart	66711903	5415
SENG	Eft000056	308,000.00	Trucco Construction	Chevrolet Colorado Crew Cab 4wd	66211902	5450
SENG	V08716	20,293.76	Bob McDorman	Structural Repairs To Transfer Station	68011916	5410
WSTE	V16949	6,354.44	Chevrolet	Lower Scioto Treatment Facility Payments	66690501	5415
WSTE	V17428	1,700,000.00	Bc&G Weithman Construction Co Inc			
				Concord/Scioto Community		
ALU	V04774	34,919.70	AEP	ELEC - ALUM CREEK	66290402	5338
ALU	V04774	296.93		ELEC - SCIOTO RESERVE PS	66290707	5338
ALU	V04774	26,566.41		ELEC - ALUM CREEK PS	66290407	5338
ALU		1,871.60		ELEC - PEACHBLOW	66290411	5338
		748.53		ELEC - CHESHIRE	66290408	5338
		500.24		ELEC - MAXTOWN	66290410	5338
		688.88		ELEC - EAST ALUM CREEK	66290409	5338
		423.33		ELEC - SUMMERWOOD	66290412	5338
ALU	V04774	1,543.96		ELEC - SCIOTO HILLS	66291002	5338
ALU	V04774	872.90		ELEC - HOOVER WOODS	66290902	5338
ALU	V04774	100.00		ELEC - SCIOTO BLUFF	66291002	5338
ALU	V04774	127.86		ELEC - DEER RUN	66290307	5338
		746.46		ELEC - GOLF VILLAGE	66290308	5338
		353.24		ELEC - GOLF VILLAGE	66290309	5338
		537.49		ELEC - LAKES OF POWELL	66290310	5338
		1,750.68		ELEC - ORANGE RD	66290311	5338
		113.19		ELEC - QUAIL	66290312	5338
		370.57		ELEC - SELDOM SEEN	66290313	5338
		231.08		ELEC - SHERBOURNE	66290314	5338
		580.95		ELEC - TROTTERS	66290315	5338
		427.77		ELEC - WINGATE	66290316	5338
		608.77		ELEC - WOODLAND	66290317	5338
		4,404.16		ELEC - LEATHERLIPS	66290318	5338
ALU	V04774	54,519.11		ELEC - OECC - CMF - WEDGEWOOD	66290302	5338
ALU	V04774	4,469.34		ELEC - SCIOTO RES	66290702	5338
ALU	V04774	194.47		ELEC - SCIOTO RES PS	66290702	5338
				RENTAL AUTO FLOAT - DEER RUN	66290307	5335
ALU	V09682	175.00	ALLIED	RENTAL AUTO FLOAT - ORANGE RD	66290311	5335
		175.00				
ALU	V06369	375.60	ALLOWAY	LAB ANALYSIS - OECC	66290304	5301
ALU	V06369	245.40		LAB ANALYSIS - AC	66290404	5301
				UNIFORMS - ALUM CREEK	66290401	5336
ALU	V04955	1,367.32	ARROW	UNIFORMS - OECC	66290301	5336
		757.66		UNIFORMS - COLLECTIONS	66290405	5336
		167.93		UNIFORMS - COLLECTIONS	66290305	5336
		122.08		UNIFORMS - MAINTENANCE	66290406	5336
		470.66		UNIFORMS - MAINTENANCE	66290306	5336
		308.75				
OEC	V00328	2,500.00	BAREFOOT	RAW SAMPLER PUMP OECC	66290302	5260
ALU	V15296	16,839.74	COC	SEWAGE SLUDGE	66290403	5380

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				DISPOSAL		
ALU	V04839	1,653.86	COL GAS	GAS SERVICE - OECC & CMF	66290302	5338
ALU	V04839	564.30		GAS - SERVICE AC PS	66290407	5338
ALU	V04933	257.00	CONSOL ELEC	ELEC - BENTTREE	66290802	5338
		327.00		ELEC - NORTHSTAR	66291102	5338
ALU	V00983	500.00	CRAUN	PUMP PARTS - OECC	66290302	5270
ALU	V04835	974.32	DEL CO	WATER - ALUM CREEK	66290402	5338
		20.66		WATER - ALUM CREEK PS	66290407	5338
		42.96		WATER - MAXTOWN	66290410	5338
ALU	V04835	351.20		WATER SCIOTO RESERVE	66290702	5338
ALU	V04835	370.00		WATER - OECC/CMF	66290302	5338
		23.04		WATER - LEATHERLIPS	66290318	5338
ALU	V01170	200.00	DELAWARE MOTIVE	MISC SUPPLIES - AC	66290402	5228
		200.00		MISC SUPPLIES - OECC	66290302	5228
		182.10		COLLECTION PARTS	66290305	5270
		182.11		COLLECTION PARTS	66290405	5270
OEC	V04877	4,000.00	DELL	SERVER FOR SCADA	66290301	5260
ALU	V12422	33,013.16	DOHENY	CAMERA TRUCK UPGRADE	66690305	5450
		4,536.72		CAMERA TRUCK UPGRADE	66690705	5450
		756.12	08-867	CAMERA TRUCK UPGRADE	66690805	5450
		756.12		CAMERA TRUCK UPGRADE	66690905	5450
		756.12		CAMERA TRUCK UPGRADE	6661005	5450
		33,013.16		CAMERA TRUCK UPGRADE	66690405	5450
		3,780.60		CAMERA TRUCK UPGRADE	66690605	5450
ALU	D00025	2,027.67	FACILITIES	FUEL	66290302	5228
		565.27		FUEL	66290305	5228
		49.07		FUEL	66290306	5228
ALU	D00025	565.28	FACILITIES	FUEL	66290405	5228
		49.07		FUEL	66290406	5228
		3,017.15		FUEL	66290402	5228
ALU	D00025	107.36	FACILITIES	FUEL	66290602	5228
		66.93		FUEL	66290802	5228
		18.94		FUEL	66290902	5228
		169.74		FUEL	66290702	5228
		99.35		FUEL	66291002	5228
ALU	D00025	1,089.49	FACILITIES	NEXTEL - OECC	66290301	5338
		1,089.49		NEXTEL - ALUM CREEK	66290401	5330
		57.87		NEXTEL - SCIOTO RESERVE	66290701	5330
		38.64		NEXTEL - TARTAN	66290601	5330
		19.21		NEXTEL - SCIOTO	66291001	5330

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				HILLS		
		9.71		NEXTEL - BENTTREE	66290801	5330
		9.71		NEXTEL - HOOVERWOODS	66290901	5330
ALU	V13004	350.52	FLOWER	TRASH PICK UP SCIOTO RESERVE	66290702	5338
ALU	V07996	3,006.52	FARM PLAN	FUEL - OECC	66290302	5228
		1,658.70		FUEL - AC	66290402	5228
OEC	V18260	10,867.00	GE FANUC	SCADA SOFTWARE RES #08-1195	66690302	5450
ALU	V01776	15,875.61	HACH CO	SENSOR WITH 30' CABLE FLO LOGGER	66290302	5450
		10,578.09		SENSOR WITH 30' CABLE FLO LOGGER	66290402	5450
ALU	V01826	391.91	HARDWARE X	GENERAL SUPPLIES - OECC	66290302	5201
		455.18		GENERAL SUPPLIES - AC		
OEC	V14809	550.00	HD SUPPLY	REPAIR HYDRANT - OECC	66290302	5270
ALU	V02029	494.80	HP PROD	JANITORIAL SUPPLIES - AC	66290401	5201
ALU	V02029	750.00		JANITORIAL SUPPLIES - OECC	66290301	5201
OEC	V13482	692.38	HULL & ASSOC	UPGRADES - OECC	66690301	5301
ALU	V13482	1,350.06		ELEC ENG SERVICES - AC	66290402	5301
		4,764.59		ELEC ENG SERVICES - OECC	66290302	5301
OEC	V13482	12,700.00	HULL & ASSOC	ELEC ENG SERVICES - OECC RES#08-1310	66690302	5301
ALUM	D00039	1,441.96	H.R.	UNEMPLOYMENT CHAGRES	66290301	5370
ALU	V03239	7,307.34	INFILCO	EQUIPMENT PARTS - OECC	66290302	5270
ALU	V13845	2,499.50	IND'L ENV	AIR QUALITY METERS	66290402	5250
		2,499.50		AIR QUALITY METERS	66290302	5250
OEC	V17990	12,000.00	INOHVA	THICKENER BLOWER #2 - OECC	66290302	5325
OEC	V02101	4,696.80	ICS	EQUIPMENT PARTS - OECC	66290302	5270
		200.00		REPAIR SERVICE - OECC		5328
ALU	V16347	5,090.68	ITT	EQUIPMENT PARTS - AC	66290402	5270
		5,000.00		EQUIPMENT PARTS - OECC	66290302	5260
ALU	V16347	1,014.89	ITT	EQUIPMENT PARTS - AC PS	66290407	5270
OEC	V09731	6,289.68	JWC	REPAIR GRINDERS AT - OECC	66690302	5450
OEC	V12818	3,174.54	KEMIRA	FERRIC CHLORIDE - OECC	66290302	5290

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ALU	V02297	227.86	KINZUA	DEGREASER	66290309	5290
		227.86		DEGREASER	66290310	5290
		622.39		DEGREASER	66290409	5290
		622.39		DEGREASER	66290413	5290
		1,305.98		DEGREASER	66290702	5290
ALU	V02297	227.86	KINZUA	DEGREASER	66290312	5290
		227.87		DEGREASER	66290316	5290
		227.87		DEGREASER	66290411	5290
		227.87		DEGREASER	66291007	5290
ALU	V12704	3,000.00	KOK	HYPOCHLORITE - OECC	66290302	5290
ALU	V02494	316.34	LOEB	ELECTRICAL SUPPLIES - AC	66290402	5270
		71.13		ELECTRICAL SUPPLIES - AC	66290406	5270
		55.27		ELECTRICAL SUPPLIES - AC PS	66290407	5270
ALU	V02712	1,084.45	MCNAUGHTON	EQUIPMENT PARTS	66290302	5270
ALU	V08516	37,000.00	MALCOLM	CENTRIFUGE - OECC RES# 08-1303	66690301	5301
ALU	V02602	500.00	MARION	EQUIPMENT PARTS - OECC	66290302	5270
ALU	V02602	1,330.00	MARION	DIGESTER BLOWER - AC	66290402	5328
		850.00		AERATION BLOWER - OECC	66290302	5328
ALU	V05836	550.00	NATIONAL CITY	EQUIPMENT PARTS - ORANGE RD	66290311	5200
OEC	V05836	700.00	NATIONAL CITY	RAW PUMP - HOOVERWOODS	66290902	5200
ALU	V02998	1,522.58	NCL	NCL - AC	66290404	5201
ALU	V02998	1,684.08	NCL	NCL - OECC	66290304	5201
OEC	V01977	45,056.52	OHIO CAT	CHANGING GENERATOR - OECC	66690302	5450
ALU	V04961	3,599.23	OHIO ED	ELEC - TARTAN	66290602	5338
		851.61		ELEC - CONCORD	66290607	5338
		921.35		ELEC - OAKS	66290608	5338
		842.12		ELEC - PHASE 20	66290609	5338
		415.20		ELEC - TILLINGHAST	66290610	5338
ALU	V18255	200.00	ONLY NEED TO ASK	STROBE LIGHTING - VEHICLE	66290302	5250
		200.00		STROBE LIGHTING - VEHICLE	66290402	5250
SAN	V17592	600,000.00	PETERSON	CENTRIFUGE - OECC RES# 08-831	66690301	5410
OEC	V17592	1,607.00	PETERSON	CONCRETE PAD	66690302	5410
ALU	V03462	3,302.12	PRICE	TIP FEE BIOSOLIDS - AC	66290403	5380
ALU	V08719	4,524.00	POLYDYNE	POLYMER - OECC	66290302	5290
ALU	V06349	622.50	RESTAURANT EQUPPERS INC	ICE MACHINE FOR SURCHARGE SAMPLING	66290402	5260

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		622.50		ICE MACHINE FOR SURCHARGE SAMPLING	66290302	5260
ALU	V04862	887.03	SAFETY SOL	CLOTHING ITEMS - AC	66290402	5225
		941.33		CLOTHING ITEMS - OECC	66290302	5225
ALU	V14281	6,636.30	SIEMENS	BIOXIDE - AC PS	66290407	5290
		4,475.40		BIOXIDE - CHESHIRE	66290408	5290
		1,220.40		BIOXIDE - EAST AC PS	66290409	5290
		2,000.00		BIOXIDE	66290412	5290
		1,961.00		BIOXIDE - VINMAR	66290413	5290
ALU	V01281	2,810.59	SIEMENS	BIOXIDE - GOLF VILLAGE	66290308	5290
		800.95		BIOXIDE - GOLF VILLAGE NORTH	66290309	5290
		2,233.42		BIOXIDE - LAKES OF POWELL	66290310	5290
		386.50		BIOXIDE - TROTTERS	66290315	5290
		485.00		BIOXIDE - WOODLAND	66290317	5290
		8,918.40		BIOXIDE - LEATHERLIPS	66290318	5290
ALU	V14281	1,584.00	SIEMENS	BIOXIDE - OAKS PS	66290608	5290
		3,168.00		BIOXIDE - PHASE 20	66290609	5290
ALU	V13053	350.00	SCADA TECH	TOTALIZER AT SCIOTO RESERVE	66291002	5328
		2,395.00		EFFLUENT TRANSMITTER SR		
ALU	V04148	6,521.25	SUBURBAN	GAS TO - ALUM CREEK	66290402	5338
ALU	V09379	12,396.20	SYNAGRO	LAND APPLICATION - OECC	66290303	5301
ALU	V05084	501.36	TW	PHONE & INTERNET OECC/CMF	66290301	5330
		498.71		PHONE & INTERNET ALUM CREEK	66290401	5330
ALU	V16881	600.00	TIMBERLAND	INSTALL ANTENNA	66290318	5328
ALU	V04373	400.19	TSC	MISC EQUIP PARTS - AC	66290402	5270
		347.78		MISC EQUIP PARTS - OECC	66290302	5270
ALU	V01277	6,000.00	DOWNES, HURST, FISHEL	PROFESSIONAL SERVICES	66290401	5361
		6,000.00		PROFESSIONAL SERVICES	66290301	5361
	# V08074	6,454.75	Downes Hurst and Fishel for Legal Services		10011108	5361
	# V08074	10,000.00	Downes Hurst and Fishel for Legal Services		20411305	5361
P0708504 or P0803425		5,000.00	Ohio Department of Job and Family unemployment compensation		10011108-5370	

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

RESOLUTION NO. 08-1501

IN THE MATTER OF CANCELING THE THURSDAY DECEMBER 25, 2008 COMMISSIONERS’ SESSION:

It was moved by Mr. Ward, seconded by Mr. Evans to cancel the Thursday December 25, 2008



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Commissioners’ Session.

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

RESOLUTION NO. 08-1502

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

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

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

WHEREAS;                the Board of County Commissioners of Delaware, County, Ohio has before it a request from the Sheriff’s Office to expend county monies for the purchase of a new motorcycle and

WHEREAS;                the Board of County Commissioners will through this resolution legally appropriated monies from the proper fund for the acquisition of vehicles

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

Section 1.                That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that a necessity exists to purchase a motorcycle for use by the Sheriff’s Office.

Section 2.                That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the number of motor vehicles required is one (1) new vehicle.

Section 3.                That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the make and model of such vehicles is one (1) Harley Davidson FLHTP Electra Glide Motorcycle at \$21,666.00.

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

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

RESOLUTION NO. 08-1503

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR JUVENILE COURT:

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

Supplemental Appropriation

27426314-5319                                Crime Victims CASA/Reimbursement                \$                207.00

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

RESOLUTION NO. 08-1504

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Recommendation to hire Mark Chandler as a Supervisor with the Water Reclamation Department; effective date January 12, 2009.

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

RESOLUTION NO. 08-1505

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND MAXIMUS CONSULTING SERVICES, INC. FOR A COST

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**ALLOCATION PLAN:**

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

**AGREEMENT TO PROVIDE PROFESSIONAL CONSULTING SERVICES  
TO DELAWARE COUNTY, OHIO**

THIS AGREEMENT is entered into this 18<sup>th</sup> day of December 2008, by and between MAXIMUS Consulting Services, Inc., a wholly owned subsidiary of MAXIMUS, Inc. (hereinafter "Consultant"), and the Delaware County Board of Commissioners, State of Ohio (hereinafter "Client"). The parties hereto, in consideration of mutual promises and covenants, agree as follows:

- (1) Scope of Services. Consultant shall perform in a professional manner the services as detailed in Exhibit A, incorporated herein by reference as if fully set forth as part of this Agreement.
- (2) Term. This Agreement shall be in full force and effect for the term as stated in Exhibit A.
- (3) Compensation. Client shall pay Consultant a fee for services rendered as set forth in Exhibit B, incorporated herein by reference as if fully set forth as part of this Agreement.
- (4) Termination. Upon Consultant's material breach, Client may terminate this Agreement upon thirty (30) days prior written notice to Consultant wherein Client shall specify the nature of the default and the effective termination date. Upon such notice, Consultant shall be entitled to the opportunity to cure any such default prior to the effective date of termination.

Client may terminate this Agreement for any reason upon sixty (60) days prior written notice to Consultant. Client shall reimburse Consultant for all reasonable costs incurred by Consultant due to such early termination.

Upon termination for whatever reason and regardless of the nature of the default (if any), Client agrees to pay Consultant in full for all goods and/or services provided to, and accepted by, Client under this Agreement, or any amendment thereto, as of the effective date of the Agreement. In no event shall the making of any payment to Consultant constitute or be construed as a waiver by Client or shall in no way impair or prejudice any right or remedy available to Client.

- (5) Services and Materials to be Furnished by Client. Consultant shall provide guidance to Client in determining the data required. Consultant shall assume without incurring liability therefor that all data so provided is correct and complete. Consultant shall make its best effort to complete the project on a timely basis. Consultant shall not be liable for work that cannot be completed as a result of inadequate data, or data that is provided in an untimely manner.

- (6) Records and Inspections. Consultant shall maintain full and accurate records with respect to all matters covered under this Agreement for six (6) years after the completion of the Services. During such period, Client shall have the right to examine and audit the records and to make transcripts therefrom. Client shall provide thirty (30) days written notice of its intent to inspect or audit any such records and shall conduct such inspection or audit only during Consultant's normal business hours. Any Client's employee, consultant, subcontractor or agent who may have access to such records shall execute a non-disclosure agreement prior to being granted such access.

- (7) Copyright for Consultant's Proprietary Software. Client acknowledges that the service and/or deliverables provided by Consultant are generated by Consultant's proprietary software. Nothing contained herein is intended nor shall it be construed to require Consultant to provide such software to Client. Client agrees that all ownership, including copyright, patents or other intellectual property rights to the software, lie with Consultant. Nothing herein shall be construed to entitle Client to any pre-existing Contractor materials.

- (8) Insurance. Consultant shall maintain appropriate general liability insurance, workers' compensation insurance, automobile insurance, and professional liability insurance.

- (9) Indemnification. Consultant shall defend, indemnify and hold harmless Client from and against damages, liability and costs (including reasonable attorney fees) directly caused by the negligent actions or willful misconduct of Consultant, its employees or agents. Consultant shall not be responsible for any damages or liability resulting from the negligence or willful misconduct of Client, its employees, consultants, or agents or any third party.

- (10) Limitation of Liability. Client agrees that Consultant's total liability to Client for any and all damages whatsoever arising out of or in any way related to this Agreement from any cause, including but not limited to contract liability or Consultant's negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed the fees paid to MAXIMUS hereunder.

In no event shall Consultant be liable for indirect, special, incidental, economic, consequential or punitive damages, including but not limited to lost revenue, lost profits, replacement goods, loss of technology rights or

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services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if Consultant has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose of any limited remedy.

Any claim by Client against Consultant relating to this Agreement must be made in writing and presented to Consultant within one (1) year after the date on which Consultant completes performance of the services specified in this Agreement.

(11) Consultant Liability if Audited. Consultant will assume all financial and statistical information provided to Consultant by Client employees or representatives is accurate and complete. Any subsequent disallowance of funds paid to Client under the claim(s) for whatever reason is the sole responsibility of Client. Consultant shall, upon notice of audit, make work papers and other records available to the State auditors.

(12) Notices. Any notices, bills, invoices, or reports required by this Agreement shall be sufficient if sent by the parties in the United States mail, postage paid, to the address noted below:

Delaware County Board of Commissioners  
101 North Sandusky Street  
Delaware, Ohio 43015  
(740) 833-2100

Robert J. Fink  
MAXIMUS Consulting Services, Inc. 7523 Fredle Drive  
Concord Twp., Ohio 44077  
(800) 543-0288  
robertfink@maximus.com

Such notice shall be deemed delivered five (5) days after deposit in the U.S. mailbox.

(13) Changes. The terms of this Agreement may be changed via a mutually executed written instrument.

(14) Miscellaneous.

a. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide, any right or benefit, whether directly or indirectly or otherwise, to third persons.

b. The parties intend that Consultant, in performing the services specified in this Agreement shall act as an independent contractor and shall have full control of the work and the manner in which it is performed. Consultant and Consultant's employees are not to be considered agents or employees of Client for any purpose.

c. Should any part, term, portion, section or provision of this Agreement be decided finally to be in conflict with law or otherwise be unenforceable or ineffectual, the remaining parts, terms, portions, sections or provisions shall be deemed severable and shall remain in full force and effect.

d. The titles of the sections, subsections, and paragraphs set forth in this Agreement are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this Agreement.

e. This Agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

f. Neither party shall be liable hereunder by reason of any failure or delay in the performance of its obligations hereunder on account of strikes, shortages, riots, insurrection, fires, flood, storm, explosions, earthquakes, acts of God, war, governmental action, labor conditions, material shortages or any other cause which is beyond the reasonable control of such party.

g. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization,

(ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to the approval of its governing board, and

(iii) when executed, this Agreement is a valid and enforceable obligation of such organization.

**Exhibit A  
Term and Scope of Services  
Delaware County, Ohio**

This Agreement shall become effective on and shall continue in full force and effect until December 31, 2009 unless extended as indicated in Exhibit B.

**Scope of Services:**

1. Development of a central services cost allocation plan which identifies the various costs incurred by the County to support and administer Federal programs. This plan will contain a determination of the allowable costs of providing each supporting service, such as purchasing, legal counsel, disbursement processing, etc. The plan will be based upon the County's year-end financial data for the year 2008 and will be the basis for the recoveries to be claimed for calendar year 2010.

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2. Negotiation of the completed cost allocation plan with the representatives of DHHS and/or the State if required. The Consultant is responsible for the conduct of negotiations and securing approval of the plan as filed or as negotiated, where applicable, on the County's behalf.
3. Assistance in preparing the County's claims to the State for recovery of funds due the County, as it pertains to the information contained in the cost allocation plan.
4. Consultant represents that it has, or will secure at its own expense, all personnel required in the performance of services under this Agreement. All of the services required hereunder will be performed by Consultant or under its supervision, and all personnel engaged in the work shall be fully qualified to perform the services described herein. Consultant shall commence, carry on, and complete the services with all practicable dispatch, in a sound, economical, and efficient manner, in accordance with the provisions herein and all applicable laws.
5. Option to Renew Contract — At its option, the County may renew this contract for an additional two years. The County may exercise its option by providing Consultant with written notice of its intent to exercise the option to renew. The County agrees to pay the Consultant the sum \$10,900 for all services required herein to prepare the 2009 plan. Further, the County agrees to pay the Consultant the sum of \$10,900 for all services required herein to prepare the year 2010 plan. The Consultant will invoice the amount due for each year upon plan delivery.

Exhibit B  
Compensation

For services provided as set forth in Exhibit A, Client agrees to pay Consultant a lump-sum amount of \$10,900 (Ten Thousand Nine Hundred Dollars), which shall include reimbursement for expenses incurred. Consultant agrees to complete the project and all services provided herein for said sum.

The Consultant will invoice the amount due upon plan delivery.

Consultant will render to Client one or more invoices for the fees specified herein, with payment due by thirty (30) days after the due date.

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

RESOLUTION NO. 08-1506

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE LAW LIBRARY:

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

Supplemental Appropriation

10011201-5370	Law Library/Judgements and Claims	\$	87,631.68
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Further be it resolved, that the Commissioners approve a Purchase Order and Voucher to the City of Delaware in the amount of \$87,631.68 (10011201-5370) (Settlement Payment).

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

RESOLUTION NO. 08-1507

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE SHERIFF’S OFFICE AND ZONING DEPARTMENT:

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

Transfer of Appropriation			
From	To		
10031304-5001	10031301-5220		
Sheriff Conveyance/Compensation	Sheriff Deputies /Software	\$	1,495.00
10031304-5001	10031301-5308		
Sheriff Conveyance/Compensation	Sheriff Deputies/BSSA Membership	\$	3,580.00
10031304-5001	10031301-5325		
Sheriff Conveyance/Compensation	Sheriff Deputies/ALERTS Mainten	\$	1,350.00

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10031304-5001	10031301-5320		
Sheriff Conveyance/Compensation	Sheriff Deputies/ALERTS Software	\$	8,775.00
10031304-5001	10031301-5450		
Sheriff Conveyance/Compensation	Sheriff Deputies/Schedule Soft Software Upgrade	\$	11,200.00
10031304-5001	10031301-5450		
Sheriff Conveyance/Compensation	Sheriff Deputies/Copier Records Clerk	\$	14,298.00
10031304-5001	10031301-5461		
Sheriff Conveyance/Compensation	Sheriff Deputies/Purchase Canine	\$	10,500.00
10031303-5101	10031303-5325		
Sheriff Jail/Benefits	Sheriff Jail/Honeywell Maintenance	\$	2,833.25
10031303-5101	10031303-5325		
Sheriff Jail/Benefits	Sheriff Jail/Schindler Elevator Repair	\$	5,386.88
10031303-5101	10031303-5325		
Sheriff Jail/Benefits	Sheriff Jail/Jamin Software Support	\$	2,200.00
10031304-5101	10031303-5342		
Sheriff Conveyance/Benefits	Sheriff Jail/HPL Medical	\$	34,528.97

10011107-5001	10011107-5101	\$	1.67
Zoning/salary	Zoning/health insurance		

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

2009 BUDGET DISCUSSION

RESOLUTION NO. 08-1508

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

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn into Executive Session at 10:40AM.

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

RESOLUTION NO. 08-1509

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Evans, seconded by Mr. Ward to adjourn out of Executive Session at 11:45AM.

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

There being no further business the meeting adjourned.

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\_\_\_\_\_  
Glenn A. Evans

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Kristopher W. Jordan

\_\_\_\_\_  
James D. Ward

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Letha George, Clerk to the Commissioners