

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD DECEMBER 19, 2011

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

Present:  
Dennis Stapleton, President  
Ken O’Brien, Vice President  
Tommy Thompson, Commissioner

RESOLUTION NO. 11-1435

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 15, 2011:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on December 15, 2011; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion   Mr. Thompson   Aye   Mr. Stapleton   Aye   Mr. O'Brien   Aye

RESOLUTION NO. 11-1436

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM SPECIAL MEETING HELD DECEMBER 15, 2011:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in special session on December 15, 2011; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous special meeting.

Vote on Motion   Mr. Stapleton   Aye   Mr. Thompson   Aye   Mr. O'Brien   Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 11-1437

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1216 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER CMAPR1216PC:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1216 and Procurement Card Payments in batch number CMAPR1216PC and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
Public Defender	Attorney Services	10011202-5301	\$ 15,000.00

Vote on Motion   Mr. O'Brien   Aye   Mr. Thompson   Aye   Mr. Stapleton   Aye

RESOLUTION NO. 11-1438

IN THE MATTER OF APPROVING THE FOLLOWING LIST OF CARRY-OVER PURCHASE

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ORDERS FOR 2012:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve the following list of carry-over purchase orders:

Further Be It Resolved, that all current purchase order request shall be closed before the carry-over purchase orders are opened.

Child Support Enforcement Agency

SEC	VENDOR	ADDRESS	ITEM					ORG	
CODE	#	CODE	#	QTY	DESCRIPTION	KEY	OBJECT		
CSEA	V03115	R1	1	350.00	MISCELLANEOUS OFFICE SUPPLIES	23711630	5201		
CSEA	D00009	R1	1	1,300.00	IV-D CONTRACT	23711630	5360		
CSEA	D00025	R1	1	350.00	TELEPHONE SERVICES	23711630	5330		
CSEA	V02920	R1	1	350.00	COPIES	23711630	5313		
CSEA	D00041	R1	1	4,900.00	IV-D CONTRACT	23711630	5301		
CSEA	D00025	R1	1	1,400.00	POSTAGE	23711630	5331		

SEC	VENDOR	ADDRESS	ITEM					ORG	
CODE	#	CODE	#	QTY	DESCRIPTION	KEY	OBJECT		
CSEA	D00008	R1	1	6,000.00	IV-D CONTRACT	23711630	5360		
CSEA	D00030	R1	1	30,000.00	IV-D CONTRACT	23711630	5360		
CSEA	D00050	R1	1	5,000.00	IV-D CONTRACT	23711630	5301		

Public Defender

SEC	VENDOR	ADDRESS	ITEM					ORG	
CODE	#	CODE	#	QTY	DESCRIPTION	KEY	OBJECT		
PBDF	V08523	R1	1	20,007.74	CARRYOVER PUBLIC DEFENDER ATTORNEYS	10011202	5301		

Economic Development Department

SEC	VENDOR	ADDRESS	ITEM					ORG	
CODE	#	CODE	#	QTY	DESCRIPTION	KEY	OBJECT		
ECON	D00078	R1	1	21,500.00	ADMINISTRATIVE FUNDS FOR CDBG 2010 GRANT	23011706	5365		
ECON	V08270	R1	1	56,451.56	GENOA PARKS ADA	23111709	5365		
ECON	V01602	R1	1	10,000.00	ARCHITECT SERVICES STRAND	23111709	5365		
ECON	V13781	R1	1	6,100.00	FAIR HOUSING	23011704	5365		
ECON	V22866	R1	1	7,348.00	ANDREWS HOUSE ADA	23111709	5365		

SEC	VENDOR	ADDRESS	ITEM					ORG	
CODE	#	CODE	#	QTY	DESCRIPTION	KEY	OBJECT		
ECON	V21122	R1	1	855.10	ENVIRONMENTAL REVIEW ADS	21011113	5312		
ECON	V10009	R1	1	514.32	XEROX COPIES	21011113	5313		
ECON	V01602	R1	1	1,125.00	ARCHITECT FEE FOR ANDREWS HOUSE	23111709	5365		

Administrative Services

Records Center

SEC	VENDOR	ADDRESS	ITEM					ORG	
CODE	#	CODE	#	QTY	DESCRIPTION	KEY	OBJECT		
REC	V00080	R1	1	4,850.00	PROFESSIONAL SERVICES	10011103	5301		
REC	V22882	R1	1	500.00	SHREDDING SERVICES	10011103	5301		

Administrative Services

Insurance

SEC	VENDOR	ADDRESS	ITEM					ORG	
CODE	#	CODE	#	QTY	DESCRIPTION	KEY	OBJECT		
	V01930		1	1,400.00	BONDS; EMPLOYEES E.O.	60111901	5370		
	V11022		1	3,200.00	CORSA DEDUCTIBLES	60111901	5370		
	V05836		1	800.00	CLAIMS	60111901	5200		
	V05836		1	4,500.00	P CARD CHARGES FOR MATERIALS	60111901	5370		
	V05202		1	500.00	FSA ADMIN FEES	60211902	5370		
	V13375		1	7,000.00	CLAIMS	60111901	5370		
	V05836		1	10,000.00	WELLNESS PROMOTION ITEMS	60211902	5200		

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	V03494		1	10,000.00	LIFE INSURANCE PREMIUMS	60211902	5370
Administrative Services							
HR							
SEC	VENDOR	ADDRESS	ITEM			ORG	
CODE	#	CODE	#	QTY	DESCRIPTION	KEY	OBJECT
	V04797	R9	1	600.00	BACKGROUND CHECKS	10011108	5380
	V01710	R1	1	600.00	DRUG TESTING SERVICE	10011108	5342
	V01277	R1	1	5,000.00	LEGAL SERVICES	10011108	5361
	V04774	R1	1	300.00	ELECTRIC UTILITY	20411305	5338
	V04774	R1	2	60.00	ELECTRIC UTILITY 108 821 471 2 6	20411305	5338
	V04839	R1	1	350.00	GAS UTILITY	20411305	5338
	V12767	R1	1	4,000.00	BWC LEGAL SERVICES	61311923	5361
	V01277	R1	1	1,000.00	LEGAL SERVICES	61311923	5361
	V01298	R1	1	800.00	ADVERTISING FEES	10011108	5312
	V08872	R1	1	8,000.00	UNEMPLOYMENT COMPENSATION	10011108	5370
	V18432	R1	1	6,000.00	QUARTERLY INSTALLMENT FEES	61311923	5301
911 Communications							
SEC	VENDOR	ADDRESS	ITEM			ORG	
CODE	#	CODE	#	QTY	DESCRIPTION	KEY	OBJECT
911	V10757	R1	1	770.00	EMD, EFD, EPD CERTIFICATIONS	21411306	5305
					CABLE, BATTERIES, MISC.		
911	V00288	R1	1	816.12	EQUIPMENT	21411306	5201
911	V00288	R1	2	532.10	REPAIR & MAINTENANCE	21411306	5328
					TOWER REPAIR &		
911	V00557	R1	1	2000.00	MAINTENANCE	21411306	5325
911	V00557	R1	2	927.99	REPAIRS	21411306	5328
911	V18590	R1	1	525.00	REPAIR OF 3 BASE UNITS	21411306	5328
					REPLACEMENT OF NETWORK		
911	V15564	R1	1	2000.00	SWITCH	21411306	5201
					RECORDER SOFTWARE		
911	V04099	R1	1	5000.00	UPGRADE	21411306	5320
					DATA FIBER GBIC FOR BACKUP		
911	V15564	R1	1	3000.00	CENTER	21411306	5260
911	V15564	R1	2	500.00	FIBER PATCH CABLES	21411306	5250
911	V06892	R1	1	1100.00	TOWER REPAIR	21411306	5328
911	V08742	R1	1	1500.00	LEADS ACCESS FEE	21411306	5325
911	V01277	R1	1	502.58	CONTRACT NEGOTIATIONS	21411306	5361
911	V11013	R1	1	1,829.75	MISC. EQUIPMENT PURCHASES	21411306	5250
911	V04805	R1	1	523.96	CELL PHONE 911 CMLS'S	21411306	5330
911	V04805	R1	2	172.62	INTERNET/AIRCARDS	21411306	5315
911	V04805	R1	3	500.02	EQUIPMENT	21411306	5250
911	V05836	R1	1	925.02	PROCUREMENT CARD	21411306	5200
911	V05836	R1	2	900.53	PROCUREMENT CARD	21411306	5300
911	V07741	R1	1	191.35	AIRCARDS	21411306	5315
911	V07741	R1	2	50.02	EQUIPMENT	21411306	5250
911	V07741	R1	3	918.62	TELEPHONE SERVICES	21411306	5330
911	V20773	R1	1	4308.08	TELEPHONE CIRCUITS	21411306	5330
911	V20773	R1	2	2665.64	TELEPHONE NO-BASIC	21411306	5330
911	D00025	R1	1	637.99	COUNTY TELEPHONE	21411306	5330
911	D00025	R1	2	150.86	COUNTY POSTAGE	21411306	5331
911	V04774	R1	1	2446.49	ELECTRICITY AT TOWERS	21411306	5338
911	V04961	R1	1	571.93	ELECTRICITY AT TOWERS	21411306	5338
SEC	VENDOR	ADDRESS	ITEM			ORG	
CODE	#	CODE	#	QTY	DESCRIPTION	KEY	OBJECT
911	V09810	R1	1	16,767.91	SPECTRUM ANALYZER	21411306	5450
911	V14438	R1	1	9,000.00	EMBEDDED MAPPING SOFTWARE	21411306	5320
					LICENSE		
911	V08694	R1	1	6,852.00	2 MOTOROLA 800 MOBILE RADIOS	21411306	5260
911	V23192	R1	1	872.78	CHANNEL SOFTWARE LICENSE AXIS	21411306	5320
					2		
911	V23192	R1	2	3,487.54	NETWORK CAMERAS	21411306	5260
911	V23192	R1	3	1,237.29	SURVEILLANCE KIT	21411306	5260
911	V19212	R1	1	5,200.00	MEMBERSHIP FEE 2011	21411306	5308

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Commissioners

SEC CODE	VENDOR #	ADDRESS CODE	ITEM #	QTY	DESCRIPTION	ORG KEY	OBJECT
COMM	V04797	R3	1	30,000.00	BCMH TREATMENTS	10011102	5319
COMM	V18575	R1	1	10,900.00	COST ALLOCATION PLAN	10011102	5301
COMM	V14977	R1	1	18,000.00	SECURITY SERVICES	10011102	5301
COMM	D00030	R1	1	15,000.00	CSEA CONTRACT	10011102	5360
COMM	D00050	R1	1	2,800.00	CSEA CONTRACT	10011102	5360
COMM	V22003	R1	1	332,500.00	FIBER PROJECT	10011102	5450
COMM	V05130	R8	1	500.00	TB MEDICATIONS	10011102	5342
COMM	D00009	R1	1	600.00	CSEA CONTRACT	10011102	5360
COMM	D00008	R1	1	3,000.00	CSEA CONTRACT	10011102	5360
COMM	D00041	R1	1	1,700.00	CSEA CONTRACT	10011102	5360
COMM	V04829	R1	1	40,000.00	CITY PROSECUTOR	10029203	5360
COMM	V01171	R1	1	2,500.00	RESOLUTION 09-889	10029203	5360
			2	50.00	WITNESS REIMBURSEMENT	10029203	5360
COMM	V19633	R1	1	83,101.00	JAIL CONTROL UPGRADE	41411434	5410
COMM	V23436	R1	1	950.00	CARD READERS JAIL EXPANSION	41411434	5450
COMM	D00003	R1	1	5,000.00	COUNTY HOME	10011501	5350
COMM	V19118	R1	1	65,807.00	OLD JAIL ROOF	40111402	5410
			2	2,070.00	15 ROOF REPAIR	40111402	5301
COMM	V17022	R1	1	2,120.00	SAFETY ELECTRONICS AMBULANCE	40111402	5328

Emergency Medical Services

SEC CODE	VENDOR #	ADDRESS CODE	ITEM #	QTY	DESCRIPTION	ORG KEY	OBJECT
EMS	V05836	R1	2	456.32	PROCUREMENT CHARGES FOR MATERIALS	10011303	5300
EMS	V05836	R1	1	369.66	PROCUREMENT CHARGES FOR MATERIALS	10011303	5200
EMS	V07996	R1	1	5,441.77	JOHN DEERE FINANCIAL	10011303	5228
EMS	V04961	R1	1	586.18	OHIO EDISON	10011303	5338
EMS	V04774	R1	1	485.26	AMERICAN ELECTRIC POWER	10011303	5338
EMS	V04933	R1	1	1,368.00	CONSOLIDATED ELECTRIC	10011303	5338
EMS	V04839	R1	1	351.59	COLUMBIA GAS	10011303	5338
EMS	V04829	R1	1	569.42	CITY OF DELAWARE	10011303	5338
EMS	V02435	R1	1	8,357.31	LEO MEYERS UNIFORMS	10011303	5338
EMS	V04148	R1	1	406.04	SUBURBAN NATURAL GAS	10011303	5338
EMS	V93684	R1	1	2,383.89	SCHILLING PROPANE	10011303	5338
EMS	V09816	R1	1	837.10	GEER GAS	10011303	5338
EMS	V01277	R1	1	1,265.12	DOWNES FISHEL HASS KIM LLP	10011303	5338
EMS	V01602	R1	1	1,550.00	GARDNER ARCHITECTS	10011303	5301
EMS	V16342	R1	1	1,100.00	FIRE SAFETY SERVICES	10011303	5225

Land and Buildings, Service Center

SEC CODE	VENDOR #	ADDRESS CODE	ITEM #	QTY	DESCRIPTION	ORG KEY	OBJECT
FAC	V12455	R1	1	4,000.00	INTERNET AUCTION FEES	10011105	5380
FAC	V04774	R1	1	30,000.00	ELECTRICITY	10011105	5338
FAC	V04782	R4	1	1,800.00	CELL PHONE SERVICE	10011105	5330
FAC	V04399	R1	1	550.00	MAT RENTAL	10011105	5328
FAC	V04399	R1	2	670.00	UNIFORM RENTAL	10011105	5328
FAC	V01826	R1	1	350.00	BUILDING REPAIR SUPPLIES	10011105	5201

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FAC	V04373	R1	1	250.00	BUILDING REPAIR SUPPLIES	10011105	5201
FAC	V04373	R1	2	100.00	TAXABLE GEAR	10011105	5224
FAC	V20773	R1	1	2,170.00	PHONE SERVICE	10011105	5330
FAC	V04829	R1	1	3,200.00	WATER	10011105	5338
					PROCUREMENT CHARGES FOR		
FAC	V05836	R1	1	4,500.00	MATERIALS	10011105	5200
FAC	V04063	R1	1	350.00	PHONE SERVICE	10011105	5330
FAC	V23198	R1	1	2,500.00	JANITORIAL SERVICES	10011105	5325
FAC	V04939	R1	1	3,200.00	GAS	10011105	5338
FAC	V01268	R1	1	350.00	TOWING SERVICE	10011106	5328
FAC	V04399	R1	1	200.00	MAT RENTAL	10011106	5328
FAC	V04399	R1	1	150.00	UNIFORM RENTAL	10011106	5328
FAC	V04924	R1	1	350.00	AUTO PARTS	10011106	5228
FAC	V02106	R1	1	400.00	BATTERIES	10011106	5228
FAC	V01688	R1	1	500.00	TIRES	10011106	5228
FAC	V04993	R1	1	1,500.00	AUTO PARTS	10011106	5228
FAC	V07996	R1	1	651.00	OIL	10011106	5228
FAC	V01170	R1	1	2,500.00	AUTO PARTS	10011106	5228
FAC	V04832	R1	1	650.00	GAS CREDIT CARDS	10011106	5228
FAC	V03950	R1	1	185.00	RECEPTACLES	10011105	5201
FAC	V03950	R1	2	1,400.00	ELECTRICAL WORK	10011105	5328
FAC	V23233	R1	1	1,875.00	COUNTERTOPS/ CABINETS	10011105	5201
FAC	V23233	R1	2	1,090.00	INSTALLATION	10011105	5328
FAC	V04181	R1	1	1,109.00	SIGNS	10011105	5284
FAC	V04181	R1	2	740.00	INSTALLATION AND FABRICATION	10011105	5328
FAC	V04181	R1	3	125.00	WELDER RENTAL	10011105	5335
FAC	V23424	R1	1	1,961.84	TIRES	10011106	5228
FAC	V02153	R1	1	1,000.00	JANITORIAL SUPPLIES	10011105	5201

Job And Family Services

SEC CODE	VENDOR #	ADDRESS CODE	ITEM #	QTY	DESCRIPTION	ORG KEY	OBJECT
JFS	T08150	R1	0001	5,000.00	EMT REIMBURSE	22411601	5348
JFS	V20181	P1	0002	5,000.00	TRAINING	22411601	5305
JFS	V01118	R1	0001	5,000.00	transportation	22411601	5355
JFS	V20439	R1	0001	5,000.00	residential treatment	22511607	5342
JFS	D00027	P1	0002	5,000.00	HELP ME GROW GRF VISITING	70161606	5348
JFS	V05559	R1	0001	5,314.98	residential treatment	22511607	5342
JFS	V04834	R2	0001	6,060.00	ABLE	22411601	5348
JFS	D00003	R1	0001	8,120.90	LOCAL CLUSTER	22511607	5342
JFS	V09620	R1	0001	8,540.00	residential treatment	22511607	5342
JFS	D00003	R1	0001	8680.2	DCBDD	22511607	5342
JFS	V18881	R1	0001	9,545.00	residential treatment	22511607	5342
					COMPUTER MAINTENANCE		
JFS	V12755	R1	0001	13,409.49	CONTRACT	22411605	5325
JFS	V19951	R1	0001	17,000.00	residential treatment	22511607	5342
JFS	V00101	R1	0001	19,471.40	RESIDENTIAL TREATMENT	22511607	5342
JFS	D00027	P1	0003	20,000.00	HELP ME GROW GRF	70161606	5348
JFS	V02017	R1	0001	21,007.72	residential treatment	22511607	5342
					INCUMBENT WORKER		
JFS	V03449	R1	0001	21,723.32	TRAINING	22311611	5305
JFS	D00027	P1	0001	22,000.00	HELP ME GROW PART C	70161602	5348
JFS	V21115	R1	0001	22,135.36	RESIDENTIAL TREATMENT	22511607	5342
JFS	V16124	R1	0001	23,608.00	residential treatment	22511607	5342
JFS	V23137	R1	0001	27000	SANDUSKY CO.	22411601	5301
JFS	V02180	R1	0001	30,000.00	JOG	22311611	5348
JFS	V09556	R1	0001	32,000.00	residential treatment	22511607	5342
JFS	V04410	R1	0001	37,000.00	residential treatment	22511607	5342
JFS	V17991	R1	0001	50,000.00	RESIDENTIAL TREATMENT	22511607	5342
JFS	V09463	R1	0001	50,000.00	residential treatment	22511607	5342
JFS	V00553	R1	0001	50,544.00	residential treatment	22511607	5342
JFS	V19645	R1	0001	56,000.00	CERTIFICATION	22311611	5348
JFS	V00503	R1	0001	100,038.94	residential treatment	22511607	5342
JFS	V05213	R2	0001	244.00	DAYCARE	22511607	5348

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JFS	V14446	R1	0001	250.00	BOARD AND CARE	22511607	5350
JFS	V16428	R1	0001	250.00	BOARD AND CARE	22511607	5350
JFS	V02084	R2	0001	350.00	CLIENT UNIFORMS	22311611	5348
JFS	V18324	R1	0001	350.00	APPLICATION FEE	22311611	5348
JFS	V03652	R1	0001	350.00	TUITION/BOOKS/FEES	22311611	5348
JFS	V22442	R1	0001	350.00	NICET FEE	22311611	5348
JFS	V22954	R1	0001	350.00	AD FOR DELAWARE CHAMBER	22311611	5312
JFS	V09676	R1	0001	350.00	INTERPRETER SVCS	22411601	5301
JFS	V09765	R1	0001	350.00	CLIENT TRAVEL	22411601	5355
JFS	E01239	R1	0001	350.00	EMPLOYEE TRAVEL	22411601	5309
JFS	V09676	R1	0001	350.00	INTERPRETER SVCS	22411603	5301
JFS	V11829	R3	0001	350.00	MAINT CONTRACT K285	22411603	5325
JFS	V20773	R1	0001	350.00	TELE9551 & 9318	22411603	5330
JFS	V03115	R2	0001	350.00	OFFICE SUPPLIES	22411603	5201
JFS	D00039	R1	0001	350.00	WEP BACKGROUND CHECKS	22411603	5380
JFS	E00977	R1	0001	350.00	EMPLOYEE TRAVEL	22411604	5309
					NEW EMP BACKGROUND		
JFS	D00039	R1	0001	350.00	CHECK	22411605	5380
JFS	D00039	R1	0002	350.00	LAB TESTING	22411605	5342
JFS	V11829	R3	0002	350.00	MAINT CONTRACT K685	22411605	5325
JFS	V02920	R1	0001	350.00	5501 COPIER	22411605	5250
JFS	V20773	R1	0001	350.00	TELE275205266057971301	22411605	5330
JFS	V05836	R1	0002	350.00	PROCUREMENT CARD SERVICES	22411605	5300
JFS	V16469	R1	0001	350.00	REPAIR KIT FOR PRINTER	22411605	5201
JFS	D00039	R1	0001	350.00	DAYCARE BACKGROUND CHECK	22411606	5380
JFS	EFT000088	R1	0001	350.00	BACKGROUND CHECKS	22411606	5348
JFS	D00039	R1	0001	350.00	SS BACKGROUND CHECK	22511607	5380
JFS	D00050	R1	0001	350.00	SS WEB CHECK	22511607	5348
JFS	V01118	R1	0001	350.00	CLIENT TRANSPORTATION	22511607	5355
JFS	V20983	R1	0001	350.00	FOSTER PARENT TRAVEL	22511607	5350
JFS	V22844	R1	0002	350.00	PLACEMENT REIMBURSEMENT	22511607	5350
JFS	V20485	R2	0001	350.00	FOSTER PARENT TRAVEL	22511607	5350
JFS	V04866	R1	0001	350.00	PROGRAM SUPPLIES	22511607	5215
JFS	V09765	R1	0001	350.00	CLIENT TRAVEL	22511607	5355
JFS	V04839	R1	0001	350.00	UTILITIES	22511607	5348
JFS	V01118	R1	0001	350.00	CLIENT TRAVEL	22511607	5355
JFS	V01311	R1	0001	350.00	Respite care	70161605	5348
JFS	B00810	R1	0001	350.00	Respite care	70161605	5348
JFS	V00631	R1	0001	350.00	Respite care	70161605	5348
JFS	V20439	R1	0001	350.00	respite care	70161605	5348
JFS	V18268	R1	0001	350	INSTALLATION	22511607	5201
JFS	V14129	R1	0001	350	PARENT TRAINING	22511607	5350
JFS	V22882	R1	0001	350	SHREDDING SVCS	22411605	5301
JFS	V12985	R1	0001	385.00	CAR REPAIR	22411602	5348
JFS	V02920	R2	0001	400.00	MAINT CONTRACT	22411605	5325
JFS	V20342	R1	0001	400.00	BOARD AND CARE	22511607	5350
JFS	V19974	R2	0001	400.00	BOARD AND CARE	22511607	5350
JFS	V18840	R1	0001	400.00	BOARD AND CARE	22511607	5350
JFS	V14129	R1	0001	400.00	BOARD AND CARE	22511607	5350
JFS	V10490	R1	0001	400.00	BOARD AND CARE	22511607	5350
JFS	V12184	R1	0001	400.00	BOARD AND CARE	22511607	5350
JFS	V16124	R1	0001	400.00	Respite care	70161605	5348
JFS	V00503	R1	0001	400.00	Respite care	70161605	5348
JFS	V22843	R1	0002	434.50	PLACEMENT REIMBURSEMENT	22511607	5350
JFS	V02051	R1	0001	450.50	BOARD AND CARE	22511607	5350
JFS	V16427	R1	0001	463.00	BOARD AND CARE	22511607	5350
JFS	V01574	R1	0001	485.00	DEPOSIT & 4 MONTHS OF RENT	22511607	5348
JFS	V05836	R1	0002	500.00	PROCUREMENT CARD	22311611	5300
JFS	V03437	R1	0001	500.00	REPLY ACCOUNT FEE	22411605	5331
JFS	V01059	R1	0001	500.00	OFFICE SUPPLIES	22411605	5201
JFS	V19065	R1	0001	500.00	BOARD AND CARE	22511607	5350
JFS	V19029	R1	0001	500.00	BOARD AND CARE	22511607	5350
JFS	V16429	R2	0001	500.00	BOARD AND CARE	22511607	5350
JFS	V14412	R1	0001	500.00	BOARD AND CARE	22511607	5350
JFS	V20983	R1	0001	500.00	BOARD AND CARE	22511607	5350

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JFS	V04866	R1	0002	500.00	EMERGENCY FOOD	22511607	5348
JFS	V22957	R1	0001	500.00	BOARD AND CARE	22511607	5350
JFS	V19930	R2	0001	500.00	BOARD AND CARE	22511607	5350
JFS	V22935	R1	0001	500	DAVID BALDWIN	22511607	5350
JFS	V06290	R1	0001	600.00	respite care	70161605	5348
JFS	V18936	R1	0001	615	PARENT TRAVEL	22511607	5350
JFS	V17029	R2	0001	622.00	BOARD AND CARE	22511607	5350
JFS	B01271	R1	0001	650.00	Respite Care	70161605	5348
JFS	V05836	R1	0001	650.82	PROGRAM SUPPLIES	22511607	5200
JFS	V18268	R1	0001	686	CAMERA	22511607	5250
JFS	V04351	R2	0001	700.00	TUITION	22311611	5348
JFS	V01118	R1	0001	700.00	JARC TRAVEL	22411601	5355
JFS	D00027	P1	0001	710.00	well child checks	22511607	5342
JFS	V04805	B3	0001	770.00	TELEPHONE BILL	22411604	5330
JFS	V23480	R1	0001	810	RENT	22511607	5348
JFS	V04828	R3	0001	850.00	MAINT CONTRACT	22411605	5325
JFS	V19651	R1	0001	900.00	BOARD AND CARE	22511607	5350
JFS	V20485	R2	0001	900.00	BOARD AND CARE/TRAVEL	22511607	5350
JFS	V16458	R1	0001	960.00	Respite care	70161605	5348
JFS	V09987	R1	0001	1,000.00	ON THE JOB TRAINING	22311611	5348
JFS	V03115	R2	0001	1,000.00	OFFICE SUPPLIES	22411605	5201
JFS	V02338	R1	0001	1,000.00	PROGRAM SUPPLIES	22511607	5215
JFS	V18360	R1	0001	1,000.00	residential treatment	22511607	5342
JFS	V09931	R1	0001	1,000.00	residential treatment	22511607	5342
JFS	V12337	R2	0001	1,000.00	RESIDENTIAL TREATMENT	22511607	5342
JFS	V14239	R1	0001	1,000.00	residential treatment	22511607	5342
JFS	V18268	R1	0001	1,000.00	LABOR FEE	22511607	5328
JFS	V03505	R2	0001	1,200.00	POSTAGE	22411603	5331
JFS	D00025	R1	0001	1,300.00	TELEPHONE SERVICE	22411605	5330
JFS	V23137	R1	0002	1372.75	SANDUSKY CO.	22411601	5320
					POST ADOPT SPECIAL SVCS		
JFS	V02254	R1	0001	1,375.00	SUBSIDY	22511607	5350
JFS	D00060	R1	0001	1,500.00	TRANSPORTATION	22411601	5355
JFS	V04805	B3	0002	1,500.00	EQUIPMENT	22411605	5250
JFS	V13960	R2	0002	1,500.00	LAB TESTING	22511607	5342
JFS	V18936	R1	0001	1,542.50	BOARD AND CARE	22511607	5350
JFS	V12578	R2	0001	1,920.00	CHILD CARE	22511607	5348
JFS	V14805	R1	0001	2,190.00	INTERIM PERSONNEL	22411601	5301
JFS	V22471	R1	0001	2,465.52	CHILD CARE	22511607	5348
JFS	D00060	R1	0001	2,500.00	JARC TRAVEL	22411601	5355
JFS	V16680	R1	0001	2,500.00	RESIDENTIAL TREATMENT	22511607	5342
JFS	EFT000089	R1	0001	2,500.00	RESIDENTIAL TREATMENT	22511607	5342
					POST ADOPT SPECIAL SVCS		
JFS	B00846	R1	0001	2,797.75	SUBSIDY	22511607	5350
JFS	V19002	R1	0001	3,000.00	WORK READINESS	22311611	5348
JFS	V21444	R1	0001	3,000.00	STAFF TRAINING	22411601	5305
JFS	V19525	R1	0001	3,361.50	TRAINING REIMBURSEMENTS	22311611	5348
JFS	V22852	R1	0001	3,710.00	CASE REVIEWS	22411601	5301
JFS	D00060	R1	0001	4,000.00	TRANSPORTATION	22411601	5355

Environmental Services  
Code Compliance

SEC	VENDOR	ADDRESS	ITEM			ORG	
CODE	#	CODE	#	QTY	DESCRIPTION	KEY	OBJECT
Code	D00051	R1	1	350.00	Soil and Water Conservation District	10011301	5301
Code	V09079	R1	1	380.00	Oce Imagistics	10011301	5325
Code	V04956	R1	1	850.00	Richardson Printing Corp	10011301	5313
Code	V04994	R1	1	900.00	Information Data Products Inc.	10011301	5313
Code	V03115	R1	1	699.79	Office City Express	10011301	5201
Code	D00025	R1	1	1,882.64	Facilities	10011301	5330
Code	V17076	R1	1&2	3,574.86	Treasurer State of Ohio BBS	10011301	5380
Code	V03115	R1	1	1,760.00	Office City Express	10011301	5250
Code	D00039	R1	1	1,775.00	Human Resources	10011301	5370
Code	V09599	R1	1	1,775.00	Easyfit Products INC.	10011301	5328
Code	V03950	R1	1	3,450.00	Simco Electric INC	10011301	5328

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Code	V00072	R1	1	3,475.00	Accent Communications INC	10011301	5328
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Environmental Services  
Sanitary Eng.

SEC	VENDOR	ADDRESS	ITEM			ORG	
CODE	#	CODE	#	QTY	DESCRIPTION	KEY	OBJECT
SENG	V05836	R1	1	500.00	PNC BANK - OFFICE SUPPLIES	66211902	5200
SENG	V05098	R1	1	1,600.00	DELAWARE COUNTY BANK - DECEMBER LOCKBOX SERVICES	66211901	5328
SENG	V21546	R1	1	800.00	M ZIMMERMAN - SEWER DRAIN CONSTRUCTION ON MATTISON PROPERTY	66711905	5415
SENG	D00027	R1	1	815.00	HEALTH DEPARTMENT - PERMIT FEES FOR HICKORY KNOLL ON LOT SYSTEM	66211902	5316
SEC	VENDOR	ADDRESS	ITEM			ORG	
CODE	#	CODE	#	QTY	DESCRIPTION	KEY	OBJECT
SENG	V17428	R1	1	750,000.00	CONCORD/SCIOTO - CONSTRUCTION OF LSWRF	66611905	5415

Environmental Services  
Sewer District

SEC	VENDOR	ADDRESS	ITEM			ORG	
CODE	#	CODE	#	QTY	DESCRIPTION	KEY	OBJECT
ALU	V04774	R1	1	43,680.15	ELECTRIC - OECC	66211903	5338
ALU	V04774	R1	2	50,000.00	ELECTRIC - ALUM CREEK	66211904	5338
ALU	V04774	R1	3	12,354.73	ELECTRIC - SCIOTO RESERVE	66211907	5338
ALU	V04774	R1	4	1,979.30	ELECTRIC - HOOVERWOODS	66211909	53358
ALU	V04774	R1	5	1,768.39	ELECTRIC - SCIOTO BLUFF	66211910	5338
ALU	V00072	R1	1	222.50	INSTALL PHONES	66211904	5330
ALU	V00072	R1	1	933.75	PHONE REPAIRS	66211903	5328
ALU	V09682	R1	1	500.00	RENTAL OF AUTO DIALERS	66211904	5335
ALU	V21541	R1	1	828.70	MINOR TOOS & EQUIP	66211903	5250
ALU	V21541	R1	2	828.70	MINOR TOOS & EQUIP	66211904	5250
ALU	V21541	R1	3	300.00	MINOR TOOS & EQUIP	66211906	5250
ALU	V21541	R1	4	300.00	MINOR TOOS & EQUIP	66211907	5250
ALU	V06369	R1	1	3,146.80	LAB ANALYSIS - OECC	66211903	5301
ALU	V06369	R1	2	952.00	LAB ANALYSIS - ALUM CREEK	66211904	5301
ALU	V00354	R1	1	453.35	BATTERIES FOR EQUIPMENT	66211903	5201
ALU	V00354	R1	2	825.00	BATTERIES FOR EQUIPMENT	66211904	5201
ALU	V00374	R1	1	1,499.19	DIESEL FUEL FOR GENERATORS	66211903	5228
ALU	V00374	R1	2	1,232.75	DIESEL FUEL FOR GENERATORS	66211904	5228
ALU	V00374	R1	3	749.60	DIESEL FUEL FOR GENERATORS	66211906	5228
ALU	V11224	R1	1	672.30	BID ADVERTISING	66611903	5312
ALU	V07134	R1	1	175.00	BUGS & BEES CONTROL	66211903	5328
ALU	V07134	R1	2	175.00	BUGS & BEES CONTROL	66211904	5328
ALU	V05115	R1	1	500.00	OPERATING SUPPLIES - ALUM CREEK	66211904	5201
ALU	V20975	R1	1	375.00	MAINTENANCE ON FORKLIFTS	66211903	5328
ALU	V00708	R1	1	1,900.00	EMERGENCY ROAD SERVICE/REPAIRS	66211904	5328
ALU	V22967	R1	1	450.00	LOCATE UTILITIES AT ALUM CREEK	66211904	5328
ALU	V16641	R1	1	520.00	REPAIR OF JIB CRANE AT	66211911	5328



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ALU	V16641	R1	2	13,920.20	NORTHSTAR REPAIR OF CRANES & HOIST AT ALUM CREEK	66211904	5328
ALU	V00983	R1	1	297.00	EQUIPMENT PARTS - OECC	66211903	5201
ALU	V00983	R1	2	910.00	EQUIPMENT PARTS - ALUM CREEK	66211904	5201
ALU	V00983	R1	3	3,978.00	EQUIPMENT PARTS - SCIOTO RESERVE	66211907	5201
ALU	V15296	R1	1	9,475.01	LANDFILL TIP FEE - OECC	66211903	5380
ALU	V15296	R1	2	18,811.00	LANDFILL TIP FEE - ALUM CREEK	66211904	5380
ALU	V15296	R1	3	1,074.32	LANDFILL TIP FEE - TARTAN	66211906	5380
ALU	V15296	R1	4	1,303.29	LANDFILL TIP FEE - SCIOTO RESERVE	66211907	5380
ALU	V04839	R1	1	1,500.00	OECC/CMF	66211903	5338
ALU	V04839	R1	2	1,100.00	ALUM CREEK	66211904	5338
ALU	V04839	R1	3	200.00	SCIOTO RESERVE	66211907	5338
ALU	V04933	R1	1	300.00	BENTTREE	66211908	5338
ALU	V04933	R1	2	5,000.00	NORTHSTAR	66211911	5338
ALU	V15647	R1	1	3,050.00	UPGRADE TO QUAIL MEADOWS	66211903	5328
ALU	V12422	R1	1	607.60	COLLECTIONS/CAMERA TRUCK SUPPLIES	66211903	5201
ALU	V12422	R1	2	607.60	COLLECTIONS/CAMERA TRUCK SUPPLIES	66211904	5201
ALU	V01091	R1	1	350.00	LAB SUPPLIES ALUM CREEK	66211904	5201
ALU	V01170	R1	1	1,000.00	OPERATING SUPPLIES - OECC	66211903	5201
ALU	V01170	R1	2	650.00	OPERATING SUPPLIES - ALUM CREEK	66211904	5201
ALU	V01170	R1	3	500.00	VEHICLE SUPPLIES - OECC	66211903	5228
ALU	V01170	R1	4	500.00	VEHICLE SUPPLIES - ALUM CREEK	66211904	5228
ALU	V04835	R1	1	200.00	OECC/CMF/LEATHERLIPS ALUM	66211903	5338
ALU	V04835	R1	2	1,037.72	CREEK/ACPS/MAXTOWN	66211904	5338
ALU	V04835	R1	3	40.00	TARTAN	66211906	5338
ALU	V04835	R1	4	300.60	SCIOTO RESERVE	66211907	5338
ALU	V04835	R1	5	30.00	HOOVERWOODS	66211909	5338
ALU	V04835	R1	6	30.00	SCIOTO HILLS	66211910	5338
ALU	V04835	R1	7	350.00	NORTHSTAR/NORTHSTAR PS	66211911	5338
ALU	V01277	R1	1	350.00	PROFESSIONAL SERVICES- REGIONAL SEWER DISTRICT	66211901	5361
ALU	V21810	R1	1	1,655.65	ARC FLASH STUDY - OECC	66611903	5410
ALU	V21810	R1	2	500.00	ARC FLASH STUDY - TARTAN	66211906	5301
ALU	V21810	R1	3	300.00	ARC FLASH STUDY - SCIOTO RESERVE	66211907	5301
ALU	V01430	R1	1	186.00	MISC OPERATING SUPPLIES - OECC	66211903	5201
ALU	V01430	R1	2	331.00	MISC OPERATING SUPPLIES - ALUM CREEK	66211904	5201
ALU	V01506	R1	1	12,500.00	EMERGENCY SERVICES CONTRACT - OECC	66211903	5328
ALU	V01506	R1	2	12,499.00	EMERGENCY SERVICES CONTRACT - ALUM CREEK	66211904	5328
ALU	V05002	R1	1	2,850.00	ORANGE RD PUMPSTATION ABANDONMENT	66611903	5301

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ALU	D00025	R1	1	2,000.00	NEXTEL SERVICES	66211901	5330
ALU	D00025	R1	2	490.00	REPLACEMENT PHONES	66211901	5250
ALU	D00025	R1	1	7,300.00	VEHICLE FUEL AND PARTS	66211901	5228
ALU	D00025	R1	2	3,400.00	VEHICLE REPAIRS	66211901	5328
ALU	V01776	R1	1	4,000.00	REPAIR OF TWO EXISTING FLOW METERS	66211901	5328
ALU	V18725	R1	1	1,029.67	OPERATING SUPPLIES - OECC	66211903	5201
ALU	V18725	R1	2	1,029.69	OPERATING SUPPLIES - ALUM CREEK	66211904	5201
ALU	V14809	R1	1	1,465.00	OPERATING SUPPLIES - OECC	66211903	5201
ALU	V01826	R1	1	541.04	OPERATING SUPPLIES - OECC	66211903	5201
ALU	V01826	R1	2	715.00	OPERATING SUPPLIES - ALUM CREEK	66211904	5201
ALU	V01831	R2	1	7,500.00	CLARIFIER EFFLUENT & SKIMMER PARTS AT S. R.	66611907	5201
ALU	V01831	R2	2	154.44	OPERATING SUPPLIES - OECC	66211903	5201
ALU	V01831	R2	3	143.22	OPERATING SUPPLIES - ALUM CREEK	66211904	5201
ALU	V01831	R2	4	271.42	OPERATING SUPPLIES - SCIOTO HILLS	66211910	5201
ALU	V04958	R1	1	181.00	OPERATING SUPPLIES - OECC	66211903	5201
ALU	V04958	R1	2	239.00	MINOR TOOLS - OECC	66211903	5250
ALU	V04958	R1	3	623.00	OPERATING SUPPLIES - ALUM CREEK	66211904	5201
ALU	V04958	R1	4	396.20	OPERATING SUPPLIES - TARTAN	66211906	5201
ALU	V04958	R1	5	163.00	MINOR TOOLS - TARTAN	66211906	5250
ALU	V04958	R1	6	640.00	OPERATING SUPPLIES - SCIOTO RESERVE	66211907	5201
ALU	V04958	R1	7	250.00	MINOR TOOLS - SCIOTO RESERVE	66211907	5250
ALU	V13845	R1	1	390.00	SAFETY SUPPLIES - OECC	66211903	5201
ALU	V13845	R1	2	409.25	METER REPAIRS - OECC	66211903	5328
ALU	V13845	R1	3	890.00	SAFETY SUPPLIES - ALUM CREEK	66211904	5201
ALU	V13845	R1	4	200.00	MINOR TOOLS - ALUM CREEK	66211904	5250
ALU	V13845	R1	5	409.25	METER REPAIRS - ALUM CREEK	66211904	5328
ALU	V03239	R1	1	3,500.00	OPERATING SUPPLIES -UV BALLAST - OECC	66211903	5201
ALU	V03239	R1	2	868.00	OPERATING SUPPLIES - UV BALLAST-SCIOTO RESERVE	66211907	5201
ALU	V02101	R1	1	111.45	LAB SUPPLIES - OECC	66211903	5201
ALU	V02101	R1	2	1,000.00	REPAIR SERVICE	66211903	5328
ALU	V02153	R1	1	613.37	JANITORIAL SUPPLIES - OECC	66211903	5201
ALU	V02153	R1	2	695.60	JANITORIAL SUPPLIES - ALUM CREEK	66211904	5201
ALU	V02160	R1	1	144.91	OPERATING SUPPLIES - OECC	66211903	5201
ALU	V02160	R1	2	159.00	RENTAL SUPPLIES	66211903	5335
ALU	V02160	R1	3	122.42	OPERATING SUPPLIES - ALUM CREEK	66211904	5201
ALU	V02160	R1	4	129.00	RENTAL SUPPLIES	66211904	5335
ALU	V16347	R1	1	10,311.88	GENERAL SUPPLIES/EQUIPMENT - OECC	66211903	5201
ALU	V16347	R1	2	8,668.48	GENERAL SUPPLIES/EQUIPMENT - ALUM	66211904	5201

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ALU	V16347	R1	3	1,500.00	CREEK GENERAL SUPPLIES/EQUIPMENT - TARTAN	66211906	5201
ALU	V16347	R1	4	1,500.00	GENERAL SUPPLIES/EQUIPMENT - SCIOTO RESERVE	66211907	5201
ALU	V16347	R1	5	1,000.00	GENERAL SUPPLIES/EQUIPMENT - HOOVER WOODS	66211909	5201
ALU	V16347	R1	6	500.00	GENERAL SUPPLIES/EQUIPMENT - SCIOTO HILLS	66211910	5201
ALU	V16347	R1	7	3,100.00	EQUIPMENT NEEDED FOR SCIOTO HILLS	66211910	5260
ALU	V16347	R1	8	1,102.80	REBUILD OF RAW PUMP AT ALUM CREEK PS	66211904	5328
ALU	V16347	R1	9	7,436.00	TRANSFER PUMP STATION SET UP - TARTAN	66211906	5450
ALU	V16347	R1	10	19,987.72	UPGRADE TO MIXERS	66611903	5410
ALU	V12818	R3	1	4,394.91	FERRIC CHLORIDE - OECC	66211903	5290
ALU	V02297	R1	1	133.00	OPERATING SUPPLIES - OECC	66211903	5201
ALU	V02297	R1	2	457.00	OPERATING SUPPLIES - ALUM CREEK	66211904	5201
ALU	V02494	R1	1	939.07	OPERATING SUPPLIES - OECC	66211903	5201
ALU	V02494	R1	2	882.76	OPERATING SUPPLIES - ALUM CREKKE	66211904	5201
ALU	V02494	R1	3	236.71	MINOR TOOLS & EQUIPMENT - OECC	66211903	5250
ALU	V02494	R1	4	236.72	MINOR TOOLS & EQUIPMENT - ALUM CREEK	66211904	5250
ALU	V02494	R1	5	948.22	OPERATING SUPPLIES - TARTAN	66211906	5201
ALU	V02494	R1	6	930.43	OPERATING SUPPLIES - SCIOTO RESERVE	66211907	5201
ALU	V02494	R1	7	100.00	OPERATING SUPPLIES - BENTTREE	66211908	5201
ALU	V02494	R1	8	437.53	OPERATING SUPPLIES - HOOVERWOODS	66211909	5201
ALU	V02494	R1	9	500.00	OPERATING SUPPLIES - SCIOTO HILLS	66211910	5201
ALU	V02494	R1	10	353.10	OPERATING SUPPLIES - NORTHSTAR	66211911	5201
ALU	V02651	R1	1	75,161.85	DESTRUCTIVE TESTING INVESTIGATION	66611904	5301
ALU	V20969	R1	1	250.00	SKID STEARER - REPAIRS	66211903	5328
ALU	V20969	R1	2	250.00	SKID STEARER - REPAIRS	66211904	5328
ALU	V02602	R1	1	1,273.78	EQUIPMENT PARTS - OECC	66211903	5201
ALU	V02602	R1	2	1,030.00	EQUIPMENT REPAIRS - OECC	66211903	5328
ALU	V02602	R1	3	4,195.55	EQUIPMENT PARTS - ALUM CREEK	66211904	5201
ALU	V02602	R1	4	555.00	EQUIPMENT REPAIRS - ALUM CREEK	66211904	5328
ALU	V02712	R1	1	1,594.81	EQUIPMENT PARTS - OECC	66211903	5201
ALU	V02712	R1	2	1,000.00	EQUIPMENT REPAIRS - OECC	66211903	5328
ALU	V02712	R1	3	2,936.30	EQUIPMENT PARTS - ALUM CREEK	66211904	5201
ALU	V02712	R1	4	2,000.00	EQUIPMENT REPAIRS - ALUM CREEK	66211904	5328
ALU	V02712	R1	5	219.42	PERSONAL PROTECTIVE EQUIPMENT - OECC	66211903	5225
ALU	V02712	R1	6	219.43	PERSONAL PROTECTIVE EQUIPMENT - ALUM CREEK	66211904	5225
ALU	V23440	R1	1	450.00	TEMPORARY FENCE @ LEATHERLIPS	66211903	5338

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ALU	V03067	R1	1	412.62	LARGE VEHICLE TOWING AND REPAIR	66211906	5328
ALU	V03067	R1	2	412.62	LARGE VEHICLE TOWING AND REPAIR	66211907	5328
ALU	V03115	R1	1	96.38	OFFICE SUPPLIES - OECC	66211903	5201
ALU	V03115	R1	2	307.16	OFFICE SUPPLIES - ALUM CREEK	66211904	5201
ALU	V03115	R1	3	68.77	MINOR EQUIPMENT - ALUM CREEK	66211904	5250
ALU	V23455	R1	1	1,870.00	FILTER NOZZLES FOR TERTIARY PROJECT-SCIOTO RES	66611907	5201
ALU	V01977	R1	1	4,947.00	GENERATOR REPAIRS & REPAIR CONTROL PANEL	66211903	5328
ALU	V01977	R1	2	2,546.87	GENERATOR REPAIRS - ALUM CREEK	66211904	5328
ALU	V01977	R1	3	1,657.57	GENERATOR REPAIRS - NORTHSTAR	66211911	5328
ALU	V04961	R1	1	7,019.29	TARTAN FIELD AND PUMP STATIONS	66211906	5338
ALU	V03284	R1	1	4,190.58	HAULING OF BIOSOLIDS - OECC	66211903	5380
ALU	V03284	R1	2	1,059.81	HAULING OF BIOSOLIDS - TARTAN	66211906	5380
ALU	V03284	R1	3	1,686.17	HAULING OF BIOSOLIDS - SCIOTO RESERVE	66211907	5380
ALU	V21544	R1	2	5,443.60	MEMBRANES FOR AERATION DIFFUSERS - SCIOTO RES	66611907	5201
ALU	V08719	R1	1	7,560.00	POLYMER	66211903	5290
ALU	V05836	R1	1	350.00	PROCUREMENT CARD PURCHASES	66211901	5200
ALU	V05836	R1	2	123.78	PROCUREMENT CARD PURCHASES	66211901	5300
ALU	V05836	R1	1	3,882.87	PROCUREMENT CARD PURCHASES	66211903	5200
ALU	V05836	R1	1	10,717.83	PROCUREMENT CARD PURCHASES	66211904	5200
ALU	V05836	R1	2	395.64	PROCUREMENT CARD PURCHASES	66211904	5300
ALU	V05836	R1	1	2,034.93	PROCUREMENT CARD PURCHASES	66211906	5200
ALU	V05836	R1	1	500.00	PROCUREMENT CARD PURCHASES	66211907	5200
ALU	V05836	R1	1	500.00	PROCUREMENT CARD PURCHASES	66211911	5200
ALU	V19324	R1	1	10,000.00	ROOF REPAIRS @ OECC	66211903	5328
ALU	V23452	R1	1	1,544.40	TERTIARY FILTER PROJECT @ SCIOTO RESERVE	66611907	5201
ALU	V09822	R1	1	1,658.00	REPAIR ROTORK GEAR BOX @ ALUM CREEK	66211904	5328
ALU	V03720	R1	1	138.28	TRASH SERVICE - TARTAN	66211906	5338
ALU	V03720	R1	2	307.36	TRASH SERVICE - SCIOTO RESERVE	66211907	5338
ALU	V13053	R1	1	3,590.00	FLOW TRANSMITTERS - TARTAN	66211906	5260

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ALU	V13053	R1	2	2,200.00	INSTALL TRANSMITTERS @ TARTAN	66211906	5328
ALU	V09328	R1	1	1,330.00	SOFTWARE - MICROSOFT PROFESSIONAL 2010	66611904	5320
ALU	V04862	R1	1	412.91	PROTECTIVE EQUIPMENT - OECC	66211903	5225
ALU	V04862	R1	2	805.35	PROTECTIVE EQUIPMENT - ALUM CREEK	66211904	5225
ALU	V04862	R1	3	143.50	PPE - TARTAN	66211906	5225
ALU	V04862	R1	4	225.10	PPE - SCIOTO RESERVE	66211907	5225
ALU	V04862	R1	5	100.00	PPE - SCIOTO HILLS	66211910	5225
ALU	V04862	R1	6	192.84	OPERATING/SAFETY SUPPLIES	66211903	5201
ALU	V04862	R1	7	192.84	OPERATING/SAFETY SUPPLIES	66211904	5201
ALU	V04862	R1	8	87.33	OPERATING/SAFETY SUPPLIES	66211906	5201
ALU	V04862	R1	9	197.33	OPERATING/SAFETY SUPPLIES	66211907	5201
ALU	V04862	R1	10	150.00	OPERATING/SAFETY SUPPLIES	66211910	5201
ALU	V04862	R1	11	82.00	OPERATING/SAFETY SUPPLIES	66211911	5201
ALU	V21545	R3	1	3,464.96	BIOXIDE - OECC	66211903	5290
ALU	V21545	R3	2	39,662.48	BIOXIDE - ALUM CREEK	66211904	5290
ALU	V21545	R3	3	6,596.00	BIOXIDE - SCIOTO RESERVE	66211907	5290
ALU	V21545	R3	4	9,172.00	BIOXIDE - NORTHSTAR	66211911	5290
ALU	V21545	R3	5	5,000.00	SCADA ENGINEERING	66211903	5301
ALU	V21545	R3	6	5,000.00	SCADA ENGINEERING	66211904	5301
ALU	V04150	R1	1	842.30	SERVICE TO ALUM CREEK	66211904	5338
ALU	V19655	R1	1	436.95	LAB SUPPLIES - OECC	66211903	5201
ALU	V19655	R1	2	500.00	LAB SUPPLIES - ALUM CREEK	66211904	5201
ALU	V05084	B1	1	302.90	SERVICE TO OECC	66211903	5330
ALU	V05084	B1	2	881.63	SERVICE TO ALUM CREEK	66211904	5330
ALU	V06810	R3	1	500.00	SUPPLIES - TARTAN	66211906	5201
ALU	V04373	R4	1	350.00	OPERATING SUPPLIES - OECC	66211903	5201
ALU	V04373	R4	2	1,000.00	OPERATING SUPPLIES - ALUM CREEK	66211904	5201
ALU	V04373	R4	3	500.00	PROTECTIVE EQUIPMENT - OECC	66211903	5225
ALU	V04373	R4	4	500.00	PROTECTIVE EQUIPMENT - OECC	66211904	5225
ALU	V04373	R4	5	140.00	MINOR TOOLS & EQUIPMENT	66211903	5250
ALU	V04373	R4	6	85.00	MINOR TOOLS & EQUIPMENT	66211904	5250
ALU	V04427	R1	1	425.00	OPERATING SUPPLIES - OECC	66211903	5201
ALU	V04427	R1	2	55.00	OPERATING SUPPLIES - ALUM CREEK	66211904	5201
ALU	V04427	R1	3	80.00	OPERATING SUPPLIES - TARTAN	66211906	5201
ALU	V04427	R1	4	45.00	OPERATING SUPPLIES - SCIOTO RESERVE	66211907	5201
ALU	V04427	R1	5	130.00	OPERATING SUPPLIES - BENTTREE	66211908	5201
ALU	V04427	R1	6	55.00	OPERATING SUPPLIES - HOOVERWOODS	66211909	5201
ALU	V04427	R1	7	75.00	OPERATING SUPPLIES - SCIOTO HILLS	66211910	5201
ALU	V04427	R1	8	45.00	OPERATING SUPPLIES - NORTHSTAR	66211911	5201
ALU	V04427	R1	9	500.00	MINOR TOOLS & EQUIP - ALUM CREEK	66211904	5250
ALU	V04427	R1	10	52.00	SEWER PARTS	66211903	5290
ALU	V04427	R1	11	52.00	SEWER PARTS	66211904	5290
ALU	V04399	R1	1	68.55	RENTAL & CLEANING OF MATS	66211903	5328
ALU	V04399	R1	2	2,585.82	RENTAL & CLEANING OF UNIFORMS	66211901	5336

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ALU	V04399	R1	3	37.67	RENTAL & CLEANING OF MATS	66211904	5328
ALU	V04500	R1	1	500.00	OPERATING SUPPLIES - OECC	66211903	5201
ALU	V04500	R1	1	1,000.00	OPERATING SUPPLIES - ALUM CREEK	66211904	5201
ALU	V04597	R1	1	812.53	OPERATING SUPPLIES - OECC	66211903	5201
ALU	V04597	R1	2	969.82	OPERATING SUPPLIES - ALUM CREEK	66211904	5201
ALU	V09084	R2	1	296.11	OPERATING SUPPLIES - OECC	66211903	5201
ALU	V09084	R2	2	1,564.82	OPERATING SUPPLIES - ALUM CREEK	66211904	5201
ALU	V11157	R1	1	490.00	CRANE RENTAL - ALUM CREEK	66211904	5335
ALU	V09443	R1	1	1,486.00	MAINTENANCE ON GEO THERMAL UNITS	66211903	5328
ALU	V21546	R1	1	6,500.00	REMOVE & REPLACE STOP FEED VALVE AT OECC	66211903	5328
ALU	V21546	R1	2	2,080.00	LEATHERLIPS PROJECT - JACK HAMMER ROCK IF NEEDED	66611903	5403
ALU	V21546	R1	3	200.00	OPERATING SUPPLIES - LEATHERLIPS	66211903	5201
ALU	V22000	R1	1	7,728.80	GRAVEL AND SANF FOR FILTERS AT SCIOTO RESERVE	66611907	5201
ALU	V23451	R1	2	15,180.00	MOTOR FOR SOLIDS HANDLING BLOWER #3 @ AC	66611904	5450
ALU	V23451	R1	3	13,000.00	REPAIR 300 HP LINCOLN	66211903	5328
ALU	V01361	R1	2	500.00	REPAIR TO BACKFLOW DEVICE @ SCIOTO HILLS	66211910	5328
ALU	V23476	R1	1	12,516.00	REPAIR SLUDGE BLOWER #1 @ ALUM CREEK	66611904	5450
ALU	V23476	R1	2	9,700.00	REPAIR BLOWER # 4 AERATION AT ALUM CREEK	66611904	5450

Vote on Motion   Mr. Thompson   Aye   Mr. O'Brien   Aye   Mr. Stapleton   Aye

RESOLUTION NO. 11-1439

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Thompson, seconded by Mr. Stapleton to approve the following:

The Emergency Services Department is requesting that Charles Roderick attend an Advanced Stroke Life Support Instructor Course in Columbus, Ohio January 5, 2012, at no cost.

Vote on Motion   Mr. Stapleton   Aye   Mr. O'Brien   Aye   Mr. Thompson   Aye

RESOLUTION NO. 11-1440

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

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve the following:

Transfer of Appropriation			
From	To:		
10031301-5325	10031301-5001		
Sheriff Deputies/Maint Contracts	Sheriff Deputies/Compensation	\$	5,000.00
10031303-5294	10031301-5001		
Sheriff Jail/Food	Sheriff Deputies/Compensation	\$	30,000.00
10031303-5338	10031301-5001		

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Sheriff Jail/Utilities	Sheriff Deputies/Compensation	\$ 14,000.00
10031303-5338	10031303-5001	
Sheriff Jail/Utilities	Sheriff Jail/Compensation	8,000.00
10031303-5342	10031304-5001	
Sheriff Jail/Medical Supplies	Sheriff Conveyance/Compensation	60,000.00
10031303-5342	10031322-5001	
Sheriff Jail/Medical Supplies	Sheriff SRO/Compensation	8,200.00
10031303-5342	10031322-5120	
Sheriff Jail/Medical Supplies	sheriff SRO/PERS	5,200.00
10031303-5342	10031317-5001	
Sheriff Jail/Medical Supplies	Sheriff Contract Deputies/Compensation	3,500.00
Vote on Motion	Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye	

RESOLUTION NO. 11-1441

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

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve the following work permits:

Whereas the below requests to perform work within the right of way have been reviewed and approved by the Delaware County Engineer;

Now Therefore be it resolved that the following permits are hereby approved by the Board of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
U11-062	Columbia Gas	Dustin Road	Install gas line
U11-063	Consolidated Electric	Orange Road & Green Meadows Drive	Install Handhole
U11-064	Consolidated Electric	Orangepoint & Graphics Way	Install Handhole
U11-065	Del-Co Water	Concord Road at Home Road	Relocate waterline

Vote on Motion Mr. Thompson Aye Mr. Stapleton Aye Mr. O'Brien Aye

RESOLUTION NO. 11-1442

IN THE MATTER OF APPROVING CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND STANTEC CONSULTING CORPORATION FOR LAND ACQUISITION SERVICES FOR DEL-CR124-1.88 HOME ROAD, SR257 AND SOUTH SECTION LINE ROAD ROUNDABOUTS:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve the following:

Whereas, the County Engineer recommends approval of the contract for professional services between the Delaware County Board of Commissioners and Stantec Consulting Corporation for DEL-CR124-1.88 Home Road, SR257 and South Section Line Road Roundabouts;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract for professional services between the Delaware Board of Commissioners and Stantec Consulting Corporation for DEL-CR124-1.88 Home Road, SR257 and South Section Line Road Roundabouts;

PROFESSIONAL SERVICES CONTRACT

DEL-CR124-1.88 HOME ROAD, SR257 AND SOUTH SECTION LINE ROAD ROUNDABOUTS  
LAND ACQUISITION SERVICES

Section 1 – Parties to the Agreement

Agreement made and entered into this 19<sup>th</sup> day of December, 2011 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and the firm of Stantec Consulting Corporation, 1500 Lake Shore Drive, Suite 100, Columbus, Ohio 43204 (“Consultant”).

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator and agent of the Board for Work performed in accordance with this Agreement. The Administrator shall have general

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supervision of the Work and authority to order commencement or suspension thereof.

**Section 3 – Scope of Services (Work)**

Consultant agrees to furnish, unto the County, professional services in accordance with the Scope of Services and Price Proposal dated December 1, 2011, by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly and in a skillfully competent manner under the direction of the Administrator and in accordance with accepted professional standards.

**Section 4 – Compensation**

Compensation for Work performed under this Agreement shall be in accordance with the Scope of Services and Price Proposal. The Base Fee shall be a Lump Sum not to exceed **One Hundred Forty Nine Thousand One Hundred Dollars (\$149,100)** in accordance with allowable costs and fees listed in the Consultant's aforementioned Price Proposal. Compensation shall constitute full payment for all labor, equipment and materials required to complete the required Work.

**Section 5 – Payment**

Compensation shall be paid periodically, but no more than once per month, and shall be based on the calculated percentage of work performed to date in accordance with the Consultant's Price Proposal. Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word "Invoice" with a sequential invoice number provided. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices. The County shall pay invoices within thirty (30) days of receipt.

**Section 6 – Authorization to Proceed, Completion of Work, Delays and Extensions**

The Consultant shall commence Work upon written authorization of the Administrator and shall complete the work no later than March 1, 2013. In the event that unforeseen and unavoidable delays prevent the timely completion of this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

**Section 7 – Insurance**

- 7.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 Professional Liability Insurance: Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.5 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 Subsections 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, 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. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

**Section 8 – Indemnification**

The Consultant shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

**Section 9 – Suspension or Termination of Agreement**

The County may suspend or terminate this Agreement at any time for the convenience of the County, at which time the



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County shall provide written notice to the Consultant ordering termination of Work. The Consultant shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

**Section 10 – Change in Scope of Work**

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

**Section 11 – Ownership of Engineering Documents**

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents or electronic files produced under this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials.

**Section 12 – Change of Key Consultant Staff**

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.

**Section 13 – Miscellaneous Terms & Conditions**

- 13.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 13.2 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 13.3 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 13.4 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 13.5 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement 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.
- 13.6 **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 13.7 **Findings for Recovery:** Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.8 **Homeland Security:** Consultant 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, Consultant agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and “No” being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.
- 13.9 **Non-Discrimination/Equal Opportunity:** Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin,

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or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

- 13.10 Campaign Finance – Compliance with 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.

Vote on Motion   Mr. Stapleton   Aye   Mr. Thompson   Aye   Mr. O'Brien   Aye

**RESOLUTION NO. 11-1443**

**IN THE MATTER OF APPROVING CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND DLZ OHIO, INC. FOR CONSTRUCTION MONITORING, MATERIAL TESTING AND ENGINEERING SERVICES FOR THE 2012 AND 2013 CONSTRUCTION SEASON:**

It was moved by Mr. Thompson, seconded by Mr. O'Brien to approve the following:

Whereas, the County Engineer recommends approval of the contract between the Delaware County Commissioners and DLZ Ohio, Inc. for Construction Monitoring, Material Testing and Engineering Services;

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners of Delaware County, State of Ohio, that the following Professional services Contract is hereby approved:

**PROFESSIONAL SERVICES CONTRACT**

**Construction Monitoring, Material Testing and Engineering Services**

**Section 1 – Parties to the Agreement**

Agreement made and entered into this 19<sup>th</sup> day of December, 2011 by and between the Delaware County Board of Commissioners, Delaware County, Ohio (“County”), and the firm of **DLZ Ohio, Inc., 6121 Huntley Road, Columbus, Ohio 43229** (“Consultant”)

**Section 2 – Contract Administrator**

The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator and agent of the Board in performance of Work performed in accordance with this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension of Work.

**Section 3 – Scope of Services (Work)**

Consultant agrees to furnish, unto the County, professional Construction Monitoring, Material Testing and Engineering Services for the 2012 and 2013 construction season, including the work specifically itemized in **Construction Inspection Contract Unit Prices (EXHIBIT A)** by this reference hereby made part of this Contract. Consultant further agrees to perform said work promptly, in a skillfully and competent manner in accordance with the standards applicable to this work, and under the direction of the Delaware County Engineer.

**Section 4 – Compensation**

Payment shall be based on a Fee Proposal submitted by the Consultant as **Construction Inspection Unit Prices 11-07-11.Docx (EXHIBIT A)**, by this reference made a part of this contract, to be paid to the Consultant as specified hereinafter.

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**Section 5 – Payment**

Compensation shall be paid based on work performed verified by The Delaware County Engineer, made no more than once per month. Estimates shall be submitted by the Consultant, on company letterhead clearly listing the words “Invoice # \_\_” and shall be reviewed and approved by the County Engineer. Consultant shall not commence any task listed in the Fee Proposal until authorization for such work is provided by the County.

**Section 6 – Completion of Work, Delays and Extensions**

All work associated with the Contract, in accordance with Section 3 above, shall be through December 31, 2013.

**Section 7 – Insurance**

- 7.1 **General Liability Coverage:** Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 **Automobile Liability Coverage:** Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 **Workers’ Compensation Coverage:** Consultant shall maintain workers’ compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 **Professional Liability Insurance:** Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.5 **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 Subsections 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.6 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, 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. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

**Section 8 – Indemnification**

The Consultant shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the extent caused in whole or part by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents’ subcontractors and their employees or any other person for whose acts any of them may be liable.

**Section 9 – Termination of Agreement**

The County may terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Consultant ordering termination of Work. The Consultant shall immediately terminate Work and submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

**Section 10 – Change in Scope of Work**

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

**Section 11 – Ownership of Engineering Documents**

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents being part of this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials.

**Section 12 – Change of Key Consultant Staff**

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants

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assigned to the Work as contemplated at the time of executing this Agreement.

**Section 13 – Miscellaneous Terms & Conditions**

- 13.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.
- 13.2 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 13.3 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 13.4 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 13.5 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement 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.
- 13.6 **Severability:** If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 13.7 **Findings for Recovery:** Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.8 **Homeland Security:** Consultant 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, Consultant agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and “No” being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.
- 13.9 **Non-Discrimination/Equal Opportunity:** Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

- 13.10 **Campaign Finance – Compliance with 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

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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.

Vote on Motion   Mr. O'Brien      Aye      Mr. Thompson      Aye      Mr. Stapleton      Aye

**RESOLUTION NO. 11-1444**

**IN THE MATTER OF APPROVING A CONTRACT OF SALE AND PURCHASE BETWEEN  
TIMOTHY A. MILLS AND HERBERT MARK MOORE AND THE BOARD OF DELAWARE  
COUNTY COMMISSIONERS FOR THE SAWMILL PARKWAY EXTENSION:**

It was moved by Mr. Thompson, seconded by Mr. O'Brien to approve the following:

Whereas, the County Engineer recommends approval of the contract of sale and purchase with Timothy A. Mills and Herbert Mark Moore for the Sawmill Parkway Extension;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the contract of sale and purchase with Timothy A. Mills and Herbert Mark Moore for the Sawmill Parkway Extension.

**CONTRACT OF SALE AND PURCHASE  
VACANT LAND/IMPROVEMENTS**

**WITNESSETH:** On this 19th day of December, 2011, Timothy A. Mills and Herbert Mark Moore, whose address is 2700 Bean-Oller Road, Delaware, Ohio 43015, hereinafter, the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description)  
43 WD, T Sawmill Parkway Extension

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

**TERMS OF PURCHASE:**

1. PURCHASER promises and agrees to pay to the SELLER the total sum of Seven Hundred Forty-Three Dollars (\$743.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:
  - (A) All title, rights, and interest in and to the PROPERTY; and,
  - (B) For damages to any residual lands of the SELLER; and,
  - (C) For SELLER's covenants herein; and,
  - (D) For expenses related to the relocation of the SELLER, their family, and business; and,
  - (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur within ninety (90) days. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the

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appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.

4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all

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claims the SELLER, and the SELLER’s heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER’s business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.

- 13. This CONTRACT shall be binding upon the SELLER and the SELLER’s heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
- 14. If any item, condition, portion, or section of this CONTRACT or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
- 16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURCHASER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

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. Thompson   Aye   Mr. O'Brien   Aye   Mr. Stapleton   Aye

**RESOLUTION NO. 11-1445**

**IN THE MATTER OF APPROVING THE AMENDED AGREEMENT FOR A COUNTYWIDE  
EMERGENCY MANAGEMENT AGENCY:**

It was moved by Mr. Thompson, seconded by Mr. O’Brien to adopt the following Resolution:

**AMENDED AGREEMENT FOR A  
COUNTYWIDE EMERGENCY MANAGEMENT AGENCY**

This Agreement is made and entered into by and among the participating political subdivisions of Delaware County, Ohio, as set forth in this Agreement, in accordance with section 5502.26 of the Revised Code.

**RECITALS**

WHEREAS, an agreement establishing a countywide emergency management agency was entered into by and among the Delaware County Board of Commissioners and a majority of the political subdivisions within Delaware County in May 1989; and

WHEREAS, the existing agreement was amended in March 2002; and

WHEREAS, the Director of the Delaware County Office of Homeland Security and Emergency Management (“DCOHSEM”) recommends amending the agreement;

NOW, THEREFORE, in consideration of the mutual promises set forth herein, the participating political subdivisions hereby agree that the DCOHSEM is hereby authorized to coordinate emergency management activities within Delaware County, subject to the following:

- 1. The political subdivisions participating in this Agreement shall be as follows: (1) Delaware County; (2) each township located, in whole or in part, within Delaware County, with the exception of Washington Township; and (3) each municipal corporation located entirely within Delaware County. The Cities of Columbus, Dublin, and Westerville have entered into a countywide agreement with Franklin County and do not participate in this Agreement, except on a mutual aid basis. For purposes of this Agreement, a “township” shall be defined as limited to the unincorporated portion of the township, regardless of whether the borders thereof with any municipal corporation are conformed or non-conformed. The Mutual Aid Agreement for Emergency Management, entered into by and between the Delaware County and Franklin County Boards of Commissioners on or about October 3, 2006, is hereby incorporated into this Agreement. Pursuant to the Mutual Aid Agreement, the participating political subdivisions entering into this Agreement agree to provide

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mutual aid for emergency management, to the extent practicable, in those areas served by Franklin County Emergency Management and Homeland Security, including, but not limited to, those areas within Delaware County.

2. As provided in section 5502.26 of the Revised Code, the chief executive officer of each participating political subdivision entering into this Agreement shall appoint a representative to the Countywide Advisory Group. The Countywide Advisory Group shall appoint a Countywide Executive Committee and shall advise the Countywide Executive Committee on matters pertaining to countywide emergency management. The DCOHSEM shall implement emergency management in Delaware County through the Countywide Executive Committee in accordance with section 5502.26 of the Revised Code and this Agreement.
3. The Executive Committee shall consist of ten (10) members and shall be appointed as follows:
  - (1) One County Commissioner as selected by the Board of County Commissioners;
  - (2) One representative from the City of Delaware and one representative from the City of Powell;
  - (1) One member representing all of the participating villages. The Village representative shall be selected by a majority vote of the mayors or village councils;
  - (3) Three township trustees appointed by a majority vote of the Delaware County Township Trustees Association from among the townships participating in this Agreement;
  - (1) One Sheriff's Office Representative;
  - (1) One Fire Chief selected by a majority vote of the Fire Chief's Association of Delaware County; and
  - (1) One Non-Voting Emergency Management Personnel.
4. The Executive Committee shall appoint a director/coordinator of Emergency Management. The director/coordinator shall be responsible for coordinating, organizing, administering, and operating the DCOHSEM, pursuant to the duties imposed upon him/her by sections 5502.21 through 5502.51 of the Revised Code, the DCOHSEM's program, and subject to the direction and control of the Executive Committee. The director/coordinator shall serve at the pleasure of the Executive Committee. The director/coordinator shall pursue a professional development training program in accordance with rules adopted under section 5502.25 of the Revised Code. The director/coordinator of the DCOHSEM may be an official or employee of any political subdivision entering into the countywide agreement, except that the director/coordinator shall not be the chief executive of any such political subdivision. The director/coordinator of the DCOHSEM shall serve only in the function as appointed by the Executive Committee.
5. The DCOHSEM shall establish a program for emergency management that: (1) is in accordance with sections 5502.21 to 5502.51 of the Revised Code, rules adopted under those sections, local ordinances pertaining to emergency management, the "Robert T. Stafford Disaster Relief and Emergency Assistance Act," 88 Stat. 143, 42 U.S.C. 5121, et. seq., as amended, and all applicable rules and regulations adopted under that act; (2) includes, without limitation, development of an all-hazards emergency operations plan that has been coordinated with all agencies, boards, and divisions having emergency management functions within the county; (3) includes the preparation and conduct of an annual exercise of the county's all-hazards emergency operations plan; and (4) is applicable to all political subdivisions entering into the countywide agreement.
6. The DCOHSEM shall be considered a separate county board and shall receive services in the same manner as other county agencies. All employees of DCOHSEM shall be employees of Delaware County under the appointing authority of the Executive Committee.
7. Each participating political subdivision's share of the expenses of coordinating the emergency management activities within Delaware County shall be paid into a separate distinct fund known as the "Delaware County EMA Fund" by the participating political subdivisions and shall be apportioned on the following basis:
  - a. Each municipality, township, and village shall contribute funds annually at a rate of forty cents (\$0.40) per capita based upon the Delaware County Regional Planning Committee annual census estimates for the preceding year.
  - b. The Board of County Commissioners shall contribute office space, utilities and twenty cents (\$0.20) per capita based upon the Delaware County Regional Planning Committee annual census estimates for the preceding year.



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8. Each participating political subdivision agrees to pay into the Delaware County EMA Fund, promptly upon invoice, the amount assessed against it for its allocated share of the budget needed for the operation of countywide emergency management, and for any services performed pursuant to this Agreement.
9. The director/coordinator of the DCOHSEM shall prepare a budget with the approval of the Executive Committee. The budget shall be appropriated by the Delaware County Board of Commissioners. Funds shall be expended only with the approval of the Executive Committee under such resolutions, rules and regulations as it may provide regarding the budget. The resolutions, rules, and regulations shall be shared with the Delaware County Auditor's Office.
10. The Executive Committee shall provide for coordinated input by Emergency Management Program stakeholders in the preparation, implementation, evaluation, and revision of the Emergency Management Program. The Executive Committee shall adopt rules and approve forms to ensure that the process is properly documented and conducted on an ongoing basis.
11. Grants maintained by the DCOHSEM shall be applied, accepted, and expended only under the authority of the eligible applicant outlined in the applicable grant guidance/document.
12. The participating political subdivisions entering into this Agreement agree to render mutual aid to the DCOHSEM and to each other participating political subdivision through the interchange of personnel, equipment, and supplies as necessary to alleviate the effects of emergency situations.
13. This Agreement shall take effect when a majority of the municipal corporations and political subdivisions of Delaware County have executed this Agreement. Any participating political subdivision entering into this Agreement may terminate its participation in this Agreement upon not less than ninety (90) days written notice to the Executive Committee. Any outstanding financial obligations must be forwarded to DCOHSEM. Non-payment could result in collection of the funds through the Delaware County Auditor by reducing that subdivisions annual settlement. This Agreement shall continue in full force and effect unless a majority of the municipal corporations and political subdivisions within Delaware County cease to be participants in this Agreement. Upon the occurrence of any of the above-mentioned conditions, and after the payment of the obligations set forth in Section 7, this Agreement shall terminate. Each participating political subdivision acknowledges that withdrawing from this countywide agreement will obligate it to form and fund its own emergency management agency in compliance with section 5502.271 of the Ohio Revised Code.

IN WITNESS WHEREOF, the participating political subdivisions enter into this Agreement for a continuing term.

Vote on Motion   Mr. Stapleton   Aye   Mr. O'Brien   Aye   Mr. Thompson   Aye

**RESOLUTION NO. 11-1446**

**IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE BOARD OF DIRECTORS OF DELAWARE KNOX MARION MORROW JOINT SOLID WASTE MANAGEMENT DISTRICT AND THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO FOR IMPLEMENTATION OF COUNTY RECYCLING AND LITTER PREVENTION OFFICE (CRLPO) SERVICES:**

It was moved by Mr. Thompson, seconded by Mr. O'Brien to approve the following:

**AGREEMENT FOR IMPLEMENTATION  
CRLPO SERVICES**

This agreement made the 6<sup>th</sup> day of December, 2011, (**December 19<sup>th</sup>, 2011**) executed in multiple copies, each copy to constitute an original, by and between the Board of Directors of Delaware/Knox/Marion/Morrow Joint Solid Waste Management District (the "District" or "DKMM") with offices at 222 West Center Street, Marion, Ohio 43302-3646, and the Board of Commissioners of Delaware County, Ohio (the "Delaware Board"), with its principal office located at 101 North Sandusky Street, Delaware, Ohio.

WITNESSETH:

WHEREAS, the District was formed in accordance with 3734.52 of the Ohio Revised Code (ORC) as a joint four-county solid waste management district.

WHEREAS, the amended solid waste management plan for the District was approved on August 18, 2006.

WHEREAS, ORC 3734.52 and the approved solid waste management plan, as amended, allow the District to enter into contracts with its member counties within the District for the purpose of providing assistance as outlined in the approved plan, as amended, for the District under the allowable funding guidelines of Section VIII and as detailed programs in Section V of the amended plan.

WHEREAS, Section V of the solid waste management plan for the District provides for assistance to the Counties to

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assist and encourage the establishment of drop-off centers, source reduction activities, education and awareness in the residential/commercial sector, participation in the district's scrap tire & household hazardous waste collection program, the District's promotion of appliance & electronics recycling, market development, and business/industrial education and awareness.

NOW, THEREFORE, in consideration of the mutual promises, covenants and agreements contained herein, and other good and valuable consideration, the receipt and adequacy of which is acknowledged herein, the parties hereby agree as follows:

1. Agreement

The District agrees to contract with the Board of County Commissioners the amount of funds as set forth \$62,500.00 for fulfillment of obligations listed in **Exhibit #1** from the amended District Plan. These monies shall be maintained in a separate fund.

2. Term

The term of this agreement shall commence on January 1, 2012 and terminate on the 31<sup>st</sup> day of December 2012.

3. Payments

The District shall disburse the contract funds, subject to availability, per Delaware County as described: 70% January 2012 (\$43,750.00); and 20% September 2012 (\$12,500.00). The remaining 10% (\$6,250.00) will be paid upon acceptance and reconciliation of the final report.

A lien shall be filed, pursuant to a UCC financing statement in accordance with the Agreement, or Addendum there to sign by both the District and the County, against any equipment or machinery purchased with any portion of District funds (see **Exhibit #3**). Said lien shall remain in place indefinitely, when District funds have been used.

4. Allowables

Administrative Allowance: an allowance of 5% of the awarded grant may be used for administrative support/oversight for the CRLPO.

Personnel: salary and fringe costs for the program manager and/or dedicated staff. These costs are based on a rate of \$18.15 per hour and a 27% allowance for fringe. Full Time programs are figured at 40 hours per week (minimum requirement is 36 hours). Part Time programs are figured at 24 hours per week (minimum requirement 20 hours). Full Time = \$48,000.00 Part Time = \$28,800.00.

Contracts: costs for any outside services used by the CRLPO to help them meet the Responsibilities outlined in Exhibit #1.

Advertising: costs incurred to provide public notice, through local media, of special events, meetings and /or activities that are relate to the program's Responsibilities as outlined in Exhibit #1.

Equipment: items/materials purchased to enable the program to provide the services needed to meet their Responsibilities as: educational/awareness presentation displays, safety items for litter clean-up activities, recycling collection containers and signage, etc.

Travel/Training: costs for mileage incurred to meet program obligations as: meetings, presentations, events, activities, etc. – including registration and attending costs for in-state conferences and training specifically related to recycling, litter prevention, waste reduction and environmental education programs.

Office Supplies: supplies and equipment used for services provided as: copies, postage, phone, etc.

Awards/Recognition: costs incurred for materials, items, services, etc. that allow the CRLPO to publicly reward/recognize an individual, group, business or institution for their outstanding environmental achievement/contribution to their community.

Other: materials, items, services that are necessary for the program to meet their Responsibilities, but are not identified in the above allowable categories as: membership

5. Reporting

The CRLPO agrees to file a copy of their semi-annual and annual program status reports with the District on forms prescribed by the District (see **Exhibit #2**). These reports are due fifteen days following each identified period of the year. The President of the Board of County Commissioners shall sign the Program Status Report.

6. Remittance

The Board of County Commissioners agrees to reimburse the District for any and all funds not utilized for allowable activities at the end of each year. Remittance shall be accomplished by February 15, 2013. The District will consider allowing unused funds to be carried over into the next program year upon review and approval of a specific plan for use. The plan must be submitted to the District office by December 1, 2012. The District will remit any unused funds into the Reimbursement account #91724427 for future use by any District program. If the described equipment or machinery set forth in **Exhibit #3** is no longer in service for applicable programs, then the equipment or machinery

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shall be turned over to the District for use elsewhere or, at the parties' mutual written agreement, shall be sold by sealed bid or auction and the sale money returned to the District for deposit in the Reimbursement account #91724427 for future use by the District.

**7. Termination**

This agreement may be terminated by the District upon the occurrence of either of the following: A) notification from a Board of County Commissioners stating a wish to terminate the contract and return any and all funds awarded and unexpended, or B) improper use of District funds for items other than are listed in Section V of the District Plan. Termination will occur immediately upon notification of the occurrence of the above listed events. Notification of termination will be sent by certified mail to the Board of County Commissioners. Future expenditures of District funds beyond the effective date of termination are prohibited. If this Agreement is terminated, then the District may, but is not required to, designate another agency within the District to provide CRLP services to the appropriate County. Additionally, this Agreement may be terminated upon mutual written consent of both parties.

**8. Resolving Disputes**

The parties agree that if any dispute or other issue arises between the District's staff and the staff of a CRLPO, that it shall first be attempted to be resolved by the District Director and the CRLPO's Program Manager. If they are unable to reach a mutually satisfactory resolution to the dispute, then this issue shall be referred to the Board of Directors for final resolution.

**9. Entire Agreement**

This agreement shall constitute the entire agreement between the parties, and any prior understanding or representations of any kind related to the subject matter of this Agreement preceding the date of this Agreement shall not be binding upon any party, except to the extent incorporated in this Agreement.

**Exhibit #1  
Responsibilities of County Recycling and Litter Prevention Offices**

The following are the responsibilities of the County Recycling and Litter Prevention Offices (CRLPO) as outlined in the current Solid Waste Management Plan and agreed upon in the 2012 Agreement for Implementation.

**MANAGEMENT SERVICES FOR DROP-OFFS**

- Locate acceptable sites based on the access program.
- Identify local individuals, organizations or agencies willing to assist the District in monitoring sites and/or conducting awareness activities. Utilize group checklist Exhibit #4, when appropriate.
- Train the interested parties on their responsibilities/commitments.
- Secure contracts with the interested parties and manage their activities, when appropriate.
- Identify site service needs to the District Office for coordination of contracted service provider work requests.
- Inspect and maintain each site.

**HOUSEHOLD HAZARDOUS WASTE PROGRAMS (HHW COLLECTION DAYS & HHW EDUCATION)**

- Provide volunteers for the collection programs.
- Assist with managing traffic.
- Collect survey data and other District requirements at the event.
- Assist District in developing an advertising plan.
- Conduct presentations to civic groups and schools about HHW.

**APPLIANCE RECYCLING PROGRAM**

- Provide assistance in identifying and selecting appropriate private sector businesses/recyclers.
- Assist the District in developing an advertising plan to promote year-round recycling options.

**RESIDENTIAL SECTOR EDUCATION AND AWARENESS PROGRAM**

- Evaluate/update current **Where to Recycle** Brochure. Identify how these have been distributed and numbers distributed. Define target audience and assess impact and need for change.
- Assist the District in developing an advertising campaign for recycling, waste reduction and yard waste management including newspaper, billboards, radio, TV, cable and other general media methods (must use two media). Advertising copies to be submitted with Program Reports
- Conduct presentations/programs for elementary, secondary, college/university students and teachers.
- Conduct community presentations on recycling and waste reduction.
- Provide articles for District newsletter and Annual District Report.

**COMMERCIAL/INSTITUTIONAL SECTOR TECHNICAL ASSISTANCE**

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- Assist the District in evaluating/updating A Guide for Waste Disposal and Recycling for Business. Assess the need for changes.
- **Identify the target audience and determine best method to distribute this guide to businesses.**
- Assist the District in identifying opportunities for facility waste audits at businesses, industries, schools and government institutions and assist in conducting the audits.

ANNUAL/SPECIAL DISTRICT SURVEYS

- **Assist the District in conducting an annual survey of businesses/industry. The CRLPO’s will** assist the District, and the identified consultant, in collecting and preparing data for the required five year plan. In addition, assisting with special surveys of targeted audiences will help in the development of CRLPO marketing plans for each county.

ANNUAL COMMERCIAL/INDUSTRIAL SECTOR RECOGNITION PROGRAM

- Assist with the creating, developing, promoting and managing the recognition program.

ADDITIONAL RESPONSIBILITIES:

- CRLPO’s will develop and maintain a website that provides program information and a calendar of events for the year. The CRLPO will work with the District to upgrade and link their website to other appropriate agencies and programs.
- The CRLPO will maintain a phone log that identifies public and/or business inquires related to program service as: acceptable materials, collection schedules, additional service needs, requests for presentations, etc. These logs are to be included as part of the program’s reporting responsibilities.
- Where applicable, CRLPO’s will make contact with local colleges, universities, and technical schools to identify and promote program partnership opportunities.
- The CRLPO should be proactive in identifying presentation opportunities that promote local program initiatives and achievements. To that end, the program shall work with the District to develop a power-point presentation for such use.
- The local program will establish a quarterly meeting schedule for their Advisory Council/Board. The group of community representatives will help strengthen and broaden the program’s community support and help to identify/resolve potential problems.
- The local program will prepare a Marketing Plan that addresses strategies to increase recycling, waste reduction, composting and buy-recycled by all five (5) targeted audiences which include:
  - Residents, Institutions/Commercial Businesses, Communities/Elected Officials, School Populations (youth) and Industries.

The Plan will be due July 16, 2012 and be written to address an 18 month period.

**Exhibit #2**  
**Program Status Report - 2012**  
**Report of DKMM District Funds Spent**

REPORTS due: July 15 \_\_\_\_, 2012      January 15 \_\_\_\_, 2013

CRLPO: \_\_\_\_\_

DATE OF REPORT: \_\_\_\_\_

AMOUNT OF FUNDS RECEIVED: \$ \_\_\_\_\_

APPROVED CARRYOVER BALANCE (2010) \$ \_\_\_\_\_

**TOTAL FUNDS AVAILABLE** \$ \_\_\_\_\_

EXPENDITURES:

Salaries	\$ _____
Fringe Benefits	\$ _____
Contracts	\$ _____
Advertising	\$ _____
Equipment	\$ _____
Travel	\$ _____
Supplies	\$ _____
Awards/Recognition	\$ _____
Other (Explain)	\$ _____

\*A detailed explanation for expenditures shall be provided on the back of this page for each line item used.

**TOTAL EXPENDITURES** \$ \_\_\_\_\_

**FUND BALANCE** \$ \_\_\_\_\_

I hereby certify that all expenditures listed, as funded by the Delaware, Knox, Marion, Morrow Joint Solid Waste Management District, were expended in accordance with the guidelines of this Agreement.

Print Name \_\_\_\_\_

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Title \_\_\_\_\_  
Signature \_\_\_\_\_  
Date \_\_\_\_\_

**Exhibit #3**  
**Machinery and Equipment Purchases with District Funds**

Equipment no longer in use:  
List Items: Original Purchase Price  
1. \_\_\_\_\_  
2. \_\_\_\_\_  
3. \_\_\_\_\_  
4. \_\_\_\_\_  
5. \_\_\_\_\_

Recommended Method for Disposal: \_\_\_\_\_  
Program Manager CRLPO: \_\_\_\_\_ Date \_\_\_\_\_  
Disposal Approval District Director: \_\_\_\_\_ Date: \_\_\_\_\_

**Exhibit #4**  
**DKMM Drop-off Site/Group Activity Checklist**

**Site Location:** \_\_\_\_\_  
**Date:** \_\_\_\_\_ **Time:** \_\_\_\_\_ **Next Scheduled Pull Date:** \_\_\_\_\_  
**Weather Conditions:** \_\_\_\_\_ **Clear** \_\_\_\_\_ **Cloudy** \_\_\_\_\_ **Windy** \_\_\_\_\_ **Rain/Snow** \_\_\_\_\_  
**Other:** \_\_\_\_\_  
**Site Conditions:** \_\_\_\_\_ **Clean** \_\_\_\_\_ **Litter** \_\_\_\_\_ **Large Items Dumped** \_\_\_\_\_  
**Additional Comments:** \_\_\_\_\_  
**Roll-Off Status:** Fiber \_\_\_\_\_ 1/4 \_\_\_\_\_ 1/2 \_\_\_\_\_ 3/4 \_\_\_\_\_ Full \_\_\_\_\_  
**Containers (Plastic/Alum/Steel)** \_\_\_\_\_ 1/4 \_\_\_\_\_ 1/2 \_\_\_\_\_ 3/4 \_\_\_\_\_ Full \_\_\_\_\_  
**Inspection/Activity conducted by:** \_\_\_\_\_ **Phone** \_\_\_\_\_  
**Local CRLPO contact:** \_\_\_\_\_  
**Contact :** \_\_\_\_\_ **Local Program Manager** \_\_\_\_\_ **DKMM Office** \_\_\_\_\_  
**Recommended inspection schedule:** Thursday inspection allows scheduling for service before the weekend – which assures sufficient capacity for highest use times.  
**Awareness/Survey Activity:** fill out appropriate info above: date/time/weather  
**Number of group participants:** \_\_\_\_\_  
**Number of user contacts (material handouts):** \_\_\_\_\_ **Number of surveys conducted:** \_\_\_\_\_  
**CRLPO action needed:** \_\_\_\_\_ **yes** \_\_\_\_\_ **no** \_\_\_\_\_  
**Comments:** \_\_\_\_\_

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 11-1447 WAS NOT UTILIZED

RESOLUTION NO. 11-1448

IN THE MATTER OF APPROVING HEALTH INSURANCE ELIGIBILITY CHANGES FOR 2012,  
AS AMENDED BY SUBSTITUTION:

It was moved by Mr. O’Brien, seconded by Mr. Stapleton to approve the following resolution, amended by substitution by unanimous consent, approving health insurance eligibility changes for 2012:

WHEREAS, Delaware County currently offers a comprehensive health care benefit package to its full time employees and to all part time employees that work a minimum of twenty-one (21) hours per week; and

WHEREAS, in order to provide the most cost effective health insurance and prescription drug coverage to the employees of Delaware County within the available budget, effective January 1, 2012, the Delaware County Board of Commissioners (the “Board”) desires a change in health insurance eligibility requirements for part time employees;

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

Section 1. The Board hereby approves the following change in health insurance eligibility requirements for part time employees of Delaware County:

- (a) A part time employee that works a minimum of twenty-one (21) hours per week, but less than thirty-two (32) hours per week, shall be eligible for health insurance benefits and shall, in addition to the employee premium share required for full time employees, be required to pay fifty percent (50%) of the employer’s premium share for full time employees;

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- (b) An employee who works thirty-two (32) hours or more per week shall be considered a full time employee.

Section 2. Any part time employee employed by Delaware County on December 31, 2011, and working a minimum of twenty-one (21) hours per week, shall continue to be eligible to receive health insurance benefits at the same rate as full time employees. Any part time employee exempted by this Section 2 that later separates from employment with Delaware County, for any reason, and, at a later date, is re-employed by Delaware County shall lose the exemption granted herein and shall be subject to the eligibility requirements set forth in Section 1.

Section 3. No temporary or intermittent employees shall be eligible for health insurance benefits, regardless of the number of hours worked.

Section 4. This Resolution shall take effect January 1, 2012.

Vote on Motion Mr. Stapleton Aye Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 11-1449

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

It was moved by Mr. O'Brien, seconded by Mr. Thompson to approve the following:

<b>Supplemental Appropriation</b>			
25822305-5319	Pre-Trial Grant/Reimbursements	\$	10,155.72
<b>Transfer Appropriation</b>			
<b>From</b>	<b>To:</b>		
10010101-5310	10010101-5101	\$	900.00
Auditor/Travel	Auditor/Health Ins		
<b>Transfer Appropriation</b>			
<b>From</b>	<b>To:</b>		
10016101-5301	10016101-5201	\$	24,731.68
Board Elections/Prof Services	Board of Elections /General Supplies		
<b>Supplemental Appropriation</b>			
27526315-5319	State Victims Grant/Reimbursements	\$	1,868.73
<b>Transfer Appropriation</b>			
<b>From</b>	<b>To:</b>		
27526315-5001	27526315-5319	\$	1,694.00
State Victims Grant/Comp	State Victims Grant/Reimbursements		

Vote on Motion Mr. Stapleton Aye Mr. Thompson Aye Mr. O'Brien Aye

COMMISSIONERS' COMMITTEES REPORTS

Commissioner O'Brien  
-No Reports

Commissioner Thompson  
-Thursday Christmas Lunch

Commissioner Stapleton  
-Congratulations To Aric Hochstettler And Family

RESOLUTION NO. 11-1450

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. O'Brien, seconded by Mr. Thompson to adjourn into Executive Session at 10:23AM.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Aye

RESOLUTION NO. 11-1451

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IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O’Brien, seconded by Mr. Thompson to adjourn out of Executive Session at 10:38AM.

Vote on Motion   Mr. Thompson   Aye   Mr. Stapleton   Aye   Mr. O'Brien   Aye

There being no further business, the meeting adjourned.

\_\_\_\_\_  
Ken O’Brien

\_\_\_\_\_  
Dennis Stapleton

\_\_\_\_\_  
Tommy Thompson

\_\_\_\_\_  
Jennifer Walraven, Clerk to the Commissioners