

**COMMISSIONERS JOURNAL NO. 48 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 30, 2006**

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

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

**PUBLIC COMMENT**

Commissioner Ward expressed concern over permit fees being required for a Veterans parade over the Memorial Day Weekend. He will be looking in to the matter.

**RESOLUTION NO. 06-671**

**IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 25, 2006 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:**

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held May 25, 2006 as contained in the county's official electronic recordings of the proceedings.

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

**RESOLUTION NO. 06-672**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0526 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0526:**

It was moved by Mr. Jordan, seconded by Mr. Evans to approve payment of warrants in batch numbers CMAPR0526, memo transfers in batch numbers MTAPR0526 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
<b>PO's</b>			
Merrick and Company	Professional Services for Ortho	65211905-5301	\$ 100,000.00
Adecco Services	Clerical Specialist/receptionist	22411605-5301	\$ 9,140.00
<b>Increases</b>			
Ohio Edison	Tower Site	21411306-5338	\$ 2,000.00
BP Products	Gasoline	10011106-5228	\$ 17,500.00
<b>Vouchers</b>			
US Postal Services	Postal Services	10011105-5331	\$ 20,000.00
CCAO SC	Gas/Utility	10011105-533833810	\$ 15,768.21
Today's Learning Child	Day Care	22411610-5348	\$ 7,764.80

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

**RESOLUTION NO. 06 -673**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Department of Job and Family Services is requesting that Kathy Sturman and Angie Steck attend an Interviewing and Preparing Children for Court Seminar in Columbus, Ohio July 17-21, 2006, at the cost of \$250.00.

The Department of Job and Family Services is requesting that Shelly Douce attend General Mediation Training in Columbus, Ohio June 3-4, 2006, at the cost of \$300.00.

The Facilities Department is requesting that Jon Melvin and Sam Porteous attend a BioDiesel Seminar in Plain City, Ohio June 6, 2006, at the cost of \$60.00.

The Code Compliance Department is requesting that Alan Duffy, Dave Diehl, Joe Scherler and Fred Fowler attend an Ohio Building Cody Study Course in Columbus, Ohio May 31-August 2, 2006 (1 day a week for 3 hours) at the cost of \$1,600.00

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

**RESOLUTION NO. 06-674**

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**SETTING DATE, TIME AND PLACE FOR THE FINAL HEARING BY THE COMMISSIONERS FOR THE OLD KINGSTON TOWNSHIP DITCH PROJECT:**

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

Whereas, the Board of Commissioners of Delaware County on April 5, 2004, held a public hearing and determined the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the reconstruction and improvement of the Old Kingston Township Ditch project, and

Whereas, at that time the Delaware County Commissioners directed the Delaware County Engineer to proceed with the preparation of plans, reports, and schedules for the completion of the ditch project, and

Whereas, on May 30<sup>th</sup>, 2006, the Delaware County Engineer notified the Commissioners that the plans, reports, and schedules for the construction of the Old Kingston Township Ditch are ready for their review and consideration.

Therefore be it Resolved, the Board of County Commissioners of the County of Delaware have fixed the **10<sup>th</sup> Day of July 2006, at 7:30PM** at the Commissioners Hearing Room 101 North Sandusky Street Delaware, Ohio as the time and place of the final hearing by the Commissioners on the report of the County Engineer.

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

**RESOLUTION NO. 06-675**

**IN THE MATTER OF CANCELING THE MONDAY JULY 3<sup>RD</sup> 2006, COMMISSIONER'S SESSION:**

It was moved by Mr. Evans, seconded by Mr. Jordan to cancel the Monday July 3, 2006 Commissioner's Session.

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

**RESOLUTION NO. 06-676**

**IN THE MATTER OF CHANGING THE STARTING TIME FOR THE MONDAY JULY 10<sup>TH</sup> 2006, COMMISSIONER'S SESSION FROM 9:00AM TO 7:00PM:**

It was moved by Mr. Jordan, seconded by Mr. Evans to approve changing the Starting Time for the Monday July 10<sup>th</sup> 2006, Commissioner's Session from 9:00am to 7:00pm

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

**RESOLUTION NO. 06-677**

**IN THE MATTER OF APPROVING CONTRACT LETTER AMENDMENT BETWEEN DELAWARE COUNTY AND THE LOCAL GOVERNMENT SERVICES DIVISION OF THE AUDITOR OF STATE'S OFFICE:**

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

**Contract Letter Amendment**

This letter is to amend the cost of the services to be provided to Delaware County by the Local Government Services Section (LGS) of the Office of the Auditor of State.

For you fiscal year 2005 financial statements, additional time has been necessary to assist the County in preparing the information for capital assets, primarily due to significant additions and additional construction in progress. We estimate that an additional 24 hours is needed to complete your financial statements. The additional cost is not anticipated to exceed \$900.00. The total cost of the project is now not expect to exceed \$8,400.00. Delaware County will be billed for this project on a monthly basis as the project progresses at a rate of \$37.00 per hour.

Our Engagement cannot be relied upon to disclose error, fraud, or illegal acts that may exist, however, we will inform the appropriate level of management of any material errors and of any evidence or information that comes to our attention during the performance of our engagement that fraud may have occurred. In addition, we will report to you any evidence or information that comes to our attention during the performance of our engagement regarding illegal acts that may have occurred, unless they are clearly inconsequential.

Please sign and certified this letter in the appropriate spaces and return as soon as possible. Should you have any questions concerning this letter or our engagement, please do not hesitate to contact Belinda L. Miller,

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Chief Project Manager, at 1-800-345-2519.

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

**RESOLUTION NO. 06-678**

**IN THE MATTER OF APPROVING AN AREA 7 WORKFORCE INVESTMENT BOARD AGREEMENT:**

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

**Subgrantee: Delaware  
Contract # 2006- 7221-1  
AREA 7 SUB-GRANT AGREEMENT  
Revised: May 5, 2006**

This agreement, entered into by and between the Area 7 Workforce Investment Board and the Area 7 Chief Elected Officials Consortium and the Workforce Policy Board and Chief Elected Officials of Sub-grantee 7221, herein referred to as Sub-grantee Delaware, hereby establishes a grantee/sub-grantee relationship between Area 7 and sub-grantee 7221.

This agreement sets forth the terms under which the parties shall work together to provide comprehensive, business driven workforce development services within sub-grantee 7221 in coordination with such services throughout Workforce Investment Area 7.

All entities receiving Employment and Training funds shall comply with the requirements and administer a program in accordance with the applicable federal regulations at 29 CFR Part 97 (Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments), and the additional policies and procedures contained in this document. Any violation of fiscal policies and procedures whether through monitoring or auditing activities will be resolved through procedures developed by the Area 7 Board. The principles and procedures contained herein are subject to change in order to comply with any changes in federal or state policies.

Montgomery County will be the Fiscal Agent for all of Area 7. As of July 1, 2004, counties will submit requests for funds to Montgomery County (the Fiscal Agent). The Fiscal Agent will then aggregate these requests and send one cash request to ODJFS. Upon receipt, ODJFS will send an electronic funds transfer for a single amount of money to the Fiscal Agent. The Fiscal Agent will then segregate and disburse the funds by county according to the expenditures reported by each county. Each county shall deposit its funds into a separate workforce development fund account within such county.

The Area 7 Fiscal Agent will track expenditures for each county against a ceiling set by the Area 7 Board and the consortium of elected officials. The Area will operate on a cost-reimbursement system that is compliant with 29CFR 97.42. If a county is spending at a rate which would exceed their ceiling before the end of the fiscal year, the Fiscal Agent will notify the county and work to assist the county to remain within the ceiling set by the Area 7 Board and consortium of elected officials. At the point in which a county reaches its ceiling for the year, the Fiscal Agent will cease to disburse funds to such county. Conversely, if a county is significantly under-spending, the Fiscal Agent will contact the county and work to identify the reasons for the under-spending. The Fiscal Agent will seek to assist each county with making full and efficient use of their funds. As a result, the Area 7 Board will remain informed of spending patterns and make any necessary policy recommendations.

The Area 7 Board may allocate funding to sub-grantees under this agreement for any workforce development purposes, including but not limited to WIA, Rapid Response, NEG, Veterans and other funds. Any such funds less Area 7 administrative costs shall be transmitted to sub-grantees through the Area 7 Fiscal Agent only after the Board has sent an allocation letter stating the amount and the terms and conditions of the funding and the administrative entity of the sub-grantee has returned a signed copy of the letter acknowledging the amount and the terms and conditions under which the funding is accepted.

These sub-grants are awarded with federal funding and, therefore, dependent on the continuing receipt of such funding. Should federal funds be terminated, the sub-grant shall terminate as of the date the funding expires without further obligation of the awarding entity.

This agreement becomes effective upon July 1, 2006 or the date of signature, whichever is later, and shall be in effect through June 30, 2007.

**I. DUTIES OF THE AREA 7 BOARD**

Under this agreement, the Area 7 Board shall be the awarding entity. The Board shall notify each sub-grantee of the amount of its grant by an official allocation letter which is to be signed by the local JFS Director and returned to the Area 7 Board. Any change in the grant amount shall be subject to the same procedure.

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The Area 7 Board shall be responsible for:

**Planning**

- Prepare a strategic plan for Area 7
- Prepare a plan that is compliant with the Workforce Investment Act to do the following:
  - o Assess the general workforce needs of the area
  - o Gather input from Workforce Policy Boards
  - o Set broad goals and parameters for meeting performance goals
  - o Provide guidelines and parameters to implement adult and youth programs
  - o Include description of One Stop System coordination
  - o Include description of sub-area coordination and sub-grant process

**Policy Development**

- Develop and maintain policies for the following:
  - o Incumbent Worker Training
  - o Identification and selection of eligible training providers (adult and youth)
  - o Individual training accounts
  - o Negotiation of local MOU's
  - o Oversight and monitoring
  - o Allocation and reallocation of funds
  - o Selection, designation and certification of one-stop operators
  - o One-stop system
  - o Residency issues
  - o Self-sufficiency
  - o Supportive services
  - o Determination of limited funds
  - o Priority of services for limited funds
  - o Definition of serious barriers to employment
  - o Registration/eligibility determination and documentation
  - o Assessment
  - o Follow-up and post placement services
  - o Exceptions to use of ITA's
  - o Dealing with MOU impasse situations
  - o RFP and contract guidelines
  - o EEO procedures
- Sub-grant Agreements
  - o Develop Format
  - o Facilitate distribution and signing
  - o Modify as necessary
  - o Maintain and monitor
  - o Ensure compliance
- Fiscal
  - o Approve allocation formula for sub-grantees
  - o Establish and administer policy for reallocation within Area 7
  - o Receive and monitor fiscal reports
  - o Prepare budget for Board Operation
  - o Ensure cash management principles with Fiscal Agent
  - o Work with Fiscal Agent to release and account for funds, including grant closeout procedures as required by WIA
  - o Operate and carry out area 7 functions within the budget adopted by the Area 7 Board with agreement of the Area 7 Chief Elected Officials Consortium and based on withholding a percentage of WIA funds from each sub-grantee based upon the agreement of the Area 7 Board and the consortium
  - o Work with the Fiscal Agent to assist sub-grantees in making efficient and effective use of funds
  - o Assist sub-grantees with resolution of audits or problems related to federal, state, or local funds.
    - Area 7 Board staff shall be responsible for audit resolution in conjunction with the Area 7 Fiscal Agent and the sub-grantee.
    - Instances of continuing noncompliance with program, fiscal or policy requirements may result in withholding of funds from the sub-grantee by agreement of the Area 7 Board and the Chief Elected Officials Consortium. Any such proposed action would be subject to redress through the dispute resolution process contained in this agreement.

**Monitoring, Audits, and Audit Resolution**

Area 7 Board shall be responsible for the monitoring required by WIA, utilizing performance criteria negotiated with the State of Ohio.

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- Review monthly activity and monitoring reports
- Provide technical assistance and best practices (coordinate with state where appropriate)
- Provide seminar opportunities for sub-grantees when appropriate
- Negotiate performance standards with the state
- Provide for spot checks and oversee any necessary corrective action
- Perform audits and monitoring to ensure compliance with all applicable federal, state, local laws, and board policies
- Provide audit resolution assistance and technical assistance necessary to resolve audit findings as specified by the board
- All property and equipment purchased with federal and state funds will be obtained, maintained and liquidated according to the applicable federal and state laws as set forth in 29 CFR 97.31 and 97.32

**One Stops**

- Provide guidelines for One Stop System
- Designate One Stop Systems
- Provide information, technical assistance and best practices to assist in continuous improvement efforts
- Provide oversight to ensure certified systems are maintained and operated
- Provide MOU format and guidelines for what must be included in local MOU's

**Grant Applications**

- Review and act upon letters of support for federal and other grant applications on recommendation of local Workforce Policy Boards or after consultation with affected boards
- Act as grant clearinghouse for Area 7
- Coordinate grant applications initiated by local sub-grantees

**Business Relation Functions**

- Provide business relation services, including:
  - o Coordination and referral of business inquiries which affect more than one sub-grantee
  - o Network with various contacts to further best practices

**Youth Council**

- Develop and operate Area 7 Youth Council
- Provide guidelines and coordination for youth activities

**II. DUTIES OF THE SUB-GRANTEES**

Under this agreement, sub-grantee 7221 will be responsible for establishing and operating comprehensive workforce development activities throughout the sub-grantee's area within the guidelines established by Area 7. Sub-grantee 7221 will carry out these duties through a partnership of chief elected officials and a Workforce Policy Board appointed by local elected officials pursuant to Ohio Revised Code Section 6301.

Funds provided under this agreement must be expended in accordance with all applicable federal statutes, regulations, and policies, including those of the WIA, the approved Area 7 Workforce Investment Plan, the negotiated performance levels, and policies established pursuant to the Secretary's authority.

Under guidelines developed by Area 7, Sub-grantee 7221 shall:

**Workforce Development System**

- Establish and operate a WIA compliant workforce development system which provides services pursuant to WIA to eligible individuals and employers
- Maintain a business-driven partnership between elected officials and a workforce policy board in which policy is set by the business driven workforce policy board and carried out by the workforce development agency as directed by the local elected officials
- Develop, submit, and monitor workforce investment plans as required by WIA and by Area 7 guidelines
- Set procedures for and administer ITA's within the guidelines established by the Area 7 Board
- Provide information for sharing best practices within Area 7
- Provide services to employers and job seekers as required under WIA
- Provide an appeals process regarding eligibility for services or terms and conditions of services rendered as required under WIA.

**Audits and Monitoring**

- Provide for oversight and monitoring of local programs
- Perform monitoring to ensure compliance with all applicable federal, state, local laws, and board policies
- Cooperate with Area 7 staff to provide information and documentation necessary to resolve audit findings

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- Provide information and cooperate with Area 7 monitoring activities, including reporting performance activity as required by federal law through the statewide reporting system
  - o Access to records must be granted by the sub-grantee to ODJFS, Area 7, DOL, or the Comptroller General of the United States for the purposes of audit, examination, excerpts, and transcriptions.
  - o Records shall be retained as specified in 29 CFR 97.42
  - o Adhere to all applicable property management and equipment standards as set forth in 29 CFR 97.31 and 97.32

#### One-Stop Operations

- Establish one stop system under Area 7 Board guidelines and submit one stop operators to the Area 7 Board for approval
- Complete application process and maintain one stop certification
- Negotiate one stop system MOU's with local partners and submit to the Area 7 Board for approval

#### Service Providers

- Review applications from training providers and submit to the Area 7 Board for approval
- Identify and select providers for youth activities and send to Area 7 Board for approval

#### Fiscal

- Submit reports of expenditures and service delivery
- Participate in reallocation process of WIA funds within Area 7
- Fully expend all carry forward funds by December 31 unless a plan of action that includes timelines and amounts has been submitted by January 31 to the Area 7 Executive Director
- Follow systems and procedures for receipt expenditure and tracking of WIA funds as established by the Area 7 Fiscal Agent.
  - o Funds shall be accounted for by program funding stream and appropriate program year. Program income shall be identified and spent only on allowable activities relating to the program under which the income was generated.
  - o Procurement shall be accomplished by the sub-grantee in a manner consistent with federal, state, and Area 7 requirements.
- Agree to withholding of funds from the Sub-grantee **7221** WIA allocation for operation of Area 7 per agreement between the Area 7 Board and the Area 7 Chief Elected Officials Consortium.

#### **Performance**

Each Sub-grantee shall meet or exceed the WIA Title I B PY 2006 performance and customer satisfaction measures for the state of Ohio:

- o Adult
  - Entered Employment Rate - 60.0%
  - Employment Retention- 68.8%
  - Earnings Change - \$2,240
  - Employment and Credential - 51.2%
- o Dislocated Worker
  - Entered Employment Rate – 68.8%
  - Employment Retention – 72%
  - Earnings Change – (\$3,720)
  - Employment and Credential – 52.8%
- o Older Youth
  - Entered Employment Rate – 52.0%
  - Employment Retention – 64.0%
  - Earnings Change - \$2,880
  - Employment and Credential – 38.4%
- o Younger Youth
  - Skill Attainment Rate – 64%
  - Diploma or Equivalent Rate – 51.2%
  - Retention Rate – 42.4%
- o Customer Satisfaction
  - Participant – 62.4%
  - Employer – 58.4%

Area 7 will review Sub-grantee performance on a quarterly basis and provide technical assistance. If the Sub-grantee fails to meet any standard for the Program Year, the Sub-grantee will be required to submit a corrective action plan to Area 7 and work with Board staff to resolve any performance issues.

#### **Liability**

The Area 7 Board and its Chief Elected Officials Consortium shall have liability only for proper use of the administrative funds for its direct operations.

Liability follows the WIA dollars sent to each sub-grantee. Audit exceptions and sanctions will be passed onto

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the causal sub-grantee, to the extent individual causation is documented. Otherwise, they will be distributed to all sub-grantees based upon each sub-grantee's percentage share of the total WIA annual allocation for Area 7.

**Disputes**

Any dispute which cannot be resolved between the Area 7 Board and a sub-grantee shall be submitted to the Area 7 Chief Elected Officials Consortium, which shall issue a written decision. If any party is not satisfied with the decision, either may seek the services of the Ohio Commission on Dispute Resolution.

**Certifications and Assurances**

The Area 7 Board and all sub-grantees shall comply with the following state and federal laws: Drug Free Workplace, Federal debarment and suspension, Lobbying Activities Restrictions, Environmental Tobacco Smoke, Nondiscrimination and EEO, Clean Water Act, Ethics provisions, Conflict of Interest provisions, and Disaster Recovery Plans.

This agreement becomes effective upon July 1, 2006 or the date of signature, whichever is later, and shall be in effect through June 30, 2007.

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

**RESOLUTION NO. 06-679**

**IN THE MATTER OF AWARDING THE BID TO AND EXECUTING AN AGREEMENT WITH THE GALE GROUP, INC. PRIMARY SOURCE MICROFILM DIVISION TO PERFORM MICROFILM CLEANING AND DUPLICATION SERVICES:**

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

- Whereas, Delaware County has microfilm of permanent records with vinegar syndrome, a condition that can damage film over time, and
- Whereas, The vinegar syndrome was caused by a bacteria from a sewage backflow in the facility containing the microfilm, and
- Whereas, Vinegar syndrome can be eradicated by cleaning and duplication methods using specialized film and equipment, and
- Whereas, Delaware County does not own the specialized equipment or have employees with the specific necessary experience to properly eradicate the vinegar syndrome, and
- Whereas, Delaware County publicly bid for the services to eradicate the vinegar syndrome from the microfilm and received three (3) qualified bids.

Therefore be it resolved by the Board of Commissioners of Delaware County, State of Ohio to award the bid and execute an agreement for Microfilm Duplication Services to The Gale Group, Inc. Primary Source Microfilm Division to perform microfilm cleaning and duplication services.

Further be it resolved by the Board of Commissioners of Delaware County, State of Ohio, to approve the purchase request for The Gale Group, Inc. Primary Source Microfilm Division in the amount of \$34,238.25 from 60111901-5370.

**Agreement for Purchased Services  
Terms and Conditions**

**THIS AGREEMENT** ("Agreement"), is entered into by and between The Gale Group, Inc. Primary Source Microfilm Division (herein referred to as "Thomson Gale"), a Thomson Corporation company with offices at 27500 Drake Road, Farmington Hills, MI 48331-3535 and Delaware County, (hereinafter referred to as the "Customer"), with offices at 101 North Sandusky Street, Delaware, OH 43015.

NOW, THEREFORE, in consideration of the terms and conditions contained herein, Thomson Gale and Customer mutually agree as follows:

1. **Engagement to Perform Services.** Customer hereby engages Thomson Gale to perform, and Thomson Gale hereby agrees to perform or to retain contractors to perform, the services set forth on Schedule A hereto, as Schedule A may be amended from time to time (the "Services"). The scope of the Services, the costs for the Services, the anticipated dates for performance of the services and the relevant acceptance criteria for the Services are set forth on Schedule A. Except as expressly set forth on Schedule A (or in any other Schedule to this Agreement) no other services are contemplated under this Agreement.

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**2. Terms and Termination.**

- 2.1** The term of this Agreement shall commence ~~on May 1, 2006~~ (“Effective Date”) and, unless sooner terminated in accordance with this Section 4, shall remain in effect until the date on which all Services to be performed hereunder have been completed.
- 2.2** Thomson Gale may terminate this Agreement if Customer fails to comply with a material provision of this Agreement and such default has not been cured within thirty (30) calendar days after delivery of written notice to Customer. Customer agrees and acknowledges that Customer’s failure to make any payment to Thomson Gale when such payment becomes due shall be deemed a material breach of this Agreement. In addition, and not in limitation to the foregoing, either party may terminate any Schedule to this Agreement if the other party fails to comply with a material provision of the applicable Schedule (or fails to comply with the terms and conditions of this Agreement as they relate to the Services to which such Schedule relates) and such default has not been cured within thirty (30) calendar days after delivery of written notice to the party in default.
- 2.3** Upon termination of this contract, Customer shall pay to Thomson Gale the agreed upon price, if separately-stated, within thirty (30) days, for completed work and services accepted by the Customer, and the amount agreed upon by the Contractor and the Customer for (i) completed work and services for which no separate price is stated, (ii) partially completed work and services, (iii) other property or services which are accepted by the Customer, and (iv) the protection and preservation of property.

**3. Pricing and Payment.**

- 3.1** Customer shall pay Thomson Gale the aggregate amounts set forth on Schedules A of this Agreement, together with shipping costs, if any, and any taxes, duties or tariffs imposed or levied by any taxing authority, within thirty (30) calendar days after the date of Thomson Gale’s invoice to Customers. If Customer claims an exemption from any taxes, duties or tariffs, Customer must provide proper documentation supporting such claim of exemption and Customer agrees to indemnify Thomson Gale for any amounts due, including but not limited to taxes, interest and penalties, in the event any exemption is disallowed.
- 3.2** Risk of Loss of Customer Materials. Customer shall be solely responsible for damage and/or loss of Customer Materials until such time as the Customers Materials are received by Thomson Gale. Delivery shall be F.O.B. shipping point.
- 3.3** Inspection. Thomson Gale agrees to promptly inspect the Materials upon receipt and notify Customer in writing specifying any damaged or missing items and to return such items within seven (7) days of receipt.

**4. Warranty.**

- 4.1** Customer hereby represents and warrants that: (i) it has the right and authority to enter into this Agreement and to provide the Customer Materials to Thomson Gale and (ii) Thomson Gale’s possession of the Customer Materials and provision of the Services as contemplated herein is in accordance with applicable laws and regulations and does not violate the rights of any third party, including, without limitation, any right of privacy. Thomson Gale represents and warrants that the Services will be performed in a professional and workmanlike manner, consistent with industry standards and that Services will conform in all material respects to the applicable specifications set forth on Schedule A and will be free from material deficiencies and defects in material, workmanship, design and/or performance. Customer’s exclusive remedy for breach of this warranty shall be the repair or replacement or refund of a pro rata amount of the applicable license fees, as determined by Thomson Gale.
- 4.2** Thomson Gale, at its own expense, will defend, indemnify and hold the Customer harmless from and against any and all third party claims, actions, demands, liabilities, losses, damages, judgments, settlements, costs and expenses (including reasonable attorneys’ fees) (any or all of the foregoing hereinafter referred to as “Losses”) insofar as such Losses (or actions in respect thereof) are based on, arise out of, or are related to a breach by Thomson Gale of Section 5 of this Agreement.
- 4.3** **EXCEPT AS SET FORTH ABOVE, THOMSON GALE AND ITS LICENSORS DISCLAIM ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**
- 4.4** Except for claims relating to Section 5 of this Agreement, Thomson Gale’s aggregate liability to Customer relating to any specific Schedule, regardless of legal theory, shall not exceed four times the value of Agreement as expressed in Schedule A, Part 2, identified as “TOTAL.”
- 4.5** Except with respect to each Thomson Gale’s indemnification obligations under Sections 4.2 hereof, neither

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party shall be liable to the other for any indirect, special or consequential damages, including, without limitation, goodwill, equipment failure, or lost data or time.

**5. Confidentiality**

**5.1** Each party acknowledges that, from time-to-time, it may be exposed to certain information, which is the other party's confidential and proprietary information, and not generally known to the public ("Confidential Information"). Each party agrees that it will take appropriate steps to protect the other party's Confidential Information from unauthorized disclosure, that it will not disclose such Confidential Information to any third party, and that it will not use any such Confidential Information (other than as authorized by this Agreement) without the prior written consent of the other party. As used herein, the term "Confidential Information" does not include information that (a) is or becomes generally available to the public other than as a result of disclosure by the recipient or anyone to whom the recipient transmits the information, (b) becomes available to the recipient on a non-confidential basis from a source other than the disclosing party who is not bound by a confidentiality agreement with the disclosing party, (c) was known to the recipient or in its possession prior to the date of disclosure by the disclosing party, (d) is furnished by the disclosing party to others with written permission to disclose, or (e) is independently developed by the recipient without reference to the Confidential Information.

- 6. Assignment.** Customer may not assign this Agreement in whole or in part without the prior written consent of Thomson Gale; This Agreement shall inure to the benefit of each party's successors and permitted assigns.
- 7. Applicable Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York without reference to conflict of law principles hereunder. Any dispute arising under this Agreement shall be resolved in the state and federal courts of New York County, New York, and each party hereto waives any objection to venue and hereby submits to the personal jurisdiction of such courts.
- 8. Independent Contractors.** The parties are independent contractors and neither party is an employee, agent, servant, representative, partner, or joint venturer of the other. Neither party has the right or ability to bind the other to any agreement with a third party or to incur any obligation or liability on behalf of the other party without the other party's written consent. Thomson Gale will be solely responsible for all Material and work in connection with any Service until acceptance by Customer, and Customer will have no direction or control of Thomson Gale, or any person employed by Thomson Gale or contracted for by Thomson Gale, except in the results to be obtained.
- 9. Force Majeure.** Neither party shall be responsible for delays or failure of performance (other than the failure to make any payment when due) resulting from acts beyond the reasonable control of such party, including but not limited to, acts of God, strikes, walkouts, riots, acts of war, epidemics, failure of suppliers to perform, governmental regulations, power failure(s), earthquakes and other natural disasters.
- 10. General.** Any and all notices and other communications to either party hereunder shall be in writing and deemed delivered (i) upon receipt if by hand, or overnight courier; (ii) three (3) days after mailing by first class, certified mail, postage prepaid, return receipt requested, to the addresses set forth on the first page hereof or to such other address for a party as shall be specified by like notice and (iii) and upon receipt if delivered via fax or email, provided that any notices for breach of this Agreement or for termination of this Agreement must be by notice as specified in clauses (i) or (ii) of this Section 10. This Agreement and any Schedules, Addenda, and Amendments constitute the entire understanding between the parties with respect to the subject matter hereof. There are no other understandings, agreements, representations or warranties relied upon by Customer, which are not included herein. This Agreement may be modified only in writing signed by both parties. Customer purchase orders may be submitted for administrative purposes only, but the terms and conditions contained therein shall be of no force and effect. The failure by either party to insist upon strict enforcement of any terms and conditions of this Agreement shall not be construed as a waiver of such right. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions shall remain in full force and effect.

**Schedule A  
Purchased Services Agreement**

**1. Scope of Work**

Provide unit cost to perform film inspection, repair cleaning and duplication from acetate to polyester film services to remedy the onset of vinegar syndrome, fungus, mold/mildew and Redox recently discovered affecting Customer microfilm stored in the Records Center vault (the "Customer Materials") as per all specification listed below.

**2. Fee Schedule**

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<u>Description</u>	<u>Units</u>	<u>Unit Cost</u>	<u>Subtotal</u>
Microfiche Jacket	1,500	\$ 0.57	\$ 855.00
16MM/100' Roll	1,740	\$ 8.25	\$ 14,355.00
16MM/215' Roll	677	\$ 15.25	\$ 10,324.25
35MM/100' Roll	603	\$ 14.25	\$ 8,592.75
35MM/215' Roll	5	\$ 22.25	\$ 111.25
TOTAL: \$34,238.25			

**3. Deliverables**

1. Repair work will include but not limited to such services as addition of leaders on rolls with insufficient leader or trailer and repairing tears according to ANSI Standards. Each polyester roll of microfilm shall be returned with the proper film stopper (aka, trailer holder) inserted correctly.
2. A molecular sieve packet must be inserted into each container of polyester film to prevent potential film degradation agents from attacking the film, to reduce the physical aging of the film, and to increase the longevity of the images.
3. Duplicate rolls will be marked with the appropriate roll number, creation date and returned on a standard solid flange return reel, and contained in an acid and lignin free box.
4. Duplicates must be produced on a silver duplicator.
5. The new duplicates and original rolls shall be returned under separate cover via carrier.
6. Inventory lists shall be forwarded with each shipment. Any discrepancies shall generate a phone call to resolve variations between inventory lists.
7. All polyester film must be treated using Kodak Brown Toner.
8. All work for this project must be performed at an authorized Eastman Kodak Authorized Processing facility. No outsourcing of the work to a third party is allowed.
9. During off hours the Delaware County microforms shall be stored in a secure vault. The vault must adhere to ISO-18911-2000- Process Safety Photographic Film-Storage.
10. Duplicated film must be polysulfide treated in accordance with all industry standards (ANSI, AIIM, ISO, etc.) for archival microfilm (LE 500), such as, but not limited to: ISO-18915-2000, ISO-18901-2002, ISO 18902-2001, IOS-18906-2000, ANSI/AIIM MS14-1996, ANSI/AIIM MS18-1992 (R1998), ANSI/AIIM MS19-1993, ANSI/AIIM MS23-1998, ANSI/AIIM MS29-1992, ANSI/AIIM MS34-1990, ANSI/AIIM MS42-1989, ANSI/AIIM MS43-1998A, ANSI/AIIM MS45-1990, ANSI/AIIM MS48-1999, ANSI/AIIM TR13-1998, and ISO-18917-1999.
11. Any deviations shall be documented as to their equality or superiority to the specifications to the satisfaction of the Delaware County Commissioners.
12. The parties acknowledge that the content of the film provided by Customer to Thomson Gale pursuant to this Agreement shall be treated as Confidential Information as the same is defined in Section 5.1 of the Agreement.

4. Project Schedule

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

**RESOLUTION NO. 06-680**

**IN THE MATTER OF AMENDING RESOLUTION 06-428 CHANGING THE BID OPENING DATE FOR MEDICAL MATERIALS AND SUPPLIES PROPOSALS:**

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

WHEREAS, the Delaware County Board of Commissioners approved Amended Resolution 06-428 establishing the bid opening date and time of 10:00 on 11 May 2006, for medical materials and supplies for the Emergency Medical Service, and;

WHEREAS, no bids were received:

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve amending Resolution 06-428 establishing a new bid opening time and date to **10:00 a.m. 15 June 2006**, for proposals to supply emergency medical supplies and materials for the Delaware County EMS and other political subdivisions for a period of one year with an opportunity to extend the contract for a second year.

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

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**RESOLUTION NO. 06-681****IN THE MATTER OF APPROVING AN AGREEMENT TO PROVIDE WEATHER SERVICE INFORMATION BETWEEN DELAWARE COUNTY AND NBC CHANNEL 4:**

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

**AGREEMENT TO PROVIDE WEATHER SERVICE INFORMATION BETWEEN  
DELAWARE COUNTY AND NBC CHANNEL 4**

WEATHER STATION LICENSE AGREEMENT (this "Agreement") dated May 30, 2006, between the Delaware County Board of Commissioners, Delaware, Ohio with an address at 101 North Sandusky Street, Delaware, Ohio 43015 ("Licensor"), and NBC Universal, with an address at 30 Rockefeller Plaza, New York, NY 10112 ("Licensee").

WHEREAS, NBC Universal desires to be able to report current weather conditions for the Delaware County area and Delaware County desires to have current weather for the purposes of providing public safety responders with weather conditions that might impact response;

NOW THEREFORE, the County and NBC Universal agree to implement a weather station license to the mutual benefit of both parties as follows:

**WEATHER STATION LICENSE AGREEMENT**

**1. Premises; Duration; Fee.** Licensor hereby grants to Licensee an exclusive license to use certain premises designated by Licensor and accepted by Licensee, located on the Prime Site tower located at 1251 U.S. Route 23 North, Delaware, Ohio 43015 (the "Premises"). The term of this Agreement shall commence on the date hereof and end on the first anniversary thereof, and thereafter shall be automatically renewed for successive one-year periods; provided either party may terminate this Agreement on sixty (60) days notice to the other. No license fee shall be payable hereunder by Licensee; provided that Licensee shall give Licensor on-air credit when the equipment described below is cited on air in connection with Licensee's weather newscasts.

**2. Use; Electricity; Access; Removal.** Licensee shall use the Premises solely for the installation, maintenance, use, replacement, and removal of the weather sensor array and all associated broadcast equipment. Licensor shall provide Licensee with electricity to the Premises for Licensee's equipment. Licensor shall provide Licensee with 24-per day, 7-day per week access to the Premises, subject to Licensor's reasonable security procedures. Upon termination of this Agreement, Licensee shall remove its equipment and restore the Premises to the same condition that existed prior to this Agreement, ordinary wear and tear excepted.

**3. Insurance; Defaults.** Licensee shall obtain and keep in force during the Term comprehensive general liability insurance in limits of not less than \$1,000,000 for personal injury or death per occurrence, and \$1,000,000 for property damage. Such insurance shall name Licensor as an additional insured, and Licensee shall provide Licensor with certificates of such insurance. In the event of any default which is not cured within ten (10) days after notice by Licensor, or for which Licensee has not commenced to cure within such ten-day period and is prosecuting such cure with diligence, Licensor shall have the right to terminate this Agreement upon notice to Licensee.

**4. Miscellaneous.** This Agreement contains all of the agreements between the parties relating to the Premises, and may not be modified in any manner other than by agreement, in writing, signed by the party to be charged. This Agreement shall inure to the benefit of and be binding upon Licensor, Licensee and their successors and assigns. This Agreement shall be construed in accordance with the laws of Ohio. Every notice shall be in writing and shall be served personally or by national air courier service, or United States certified mail, return receipt requested, postage prepaid, addressed to either party at the address set forth in the preamble, or at such other address as either party may from time to time designate by notice. Every notice or other communication hereunder shall be deemed given as of the third business day following the date of mailing with the US Postal Service, or as of the next business day following the date of deposit with an overnight courier service, or immediately if personally delivered. This Agreement may be executed in any number of counterparts, each of which shall constitute an original and all of which in the aggregate shall constitute but one and the same agreement.

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

**RESOLUTION NO. 06-682****IN THE MATTER OF APPROVING A RESOLUTION TO PROVIDE PRACTICAL EMERGENCY MEDICAL SERVICE TRAINING TO PARAMEDIC STUDENTS AT DELAWARE AREA CAREER CENTER:**

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

WHEREAS, the Delaware County Board of Commissioners desire to assist in furthering the education opportunities of students enrolled in approved emergency medical services training programs, and

WHEREAS, the Delaware Area Career Center has an approved emergency medical training program and has requested an opportunity to work with Delaware County Emergency Medical Services personnel in a real world, supervised environment to provide practical experience to its students;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approves an agreement with the Delaware Area Career Center to provide this mutually beneficial service.

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

**RESOLUTION NO. 06-683**

**IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR THE VILLAS AT WALNUT GROVE; LITTLE BEAR VILLAGE AND WEDGEWOOD PROFESSIONAL VILLAGE:**

It was moved by Mr. Evans, seconded by Mr. Jordan to approve sanitary sewer plans for The Villas At Walnut Grove; Little Bear Village And Wedgewood Professional Village for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

**RESOLUTION NO. 06-684**

**IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENTS FOR KINSALE VILLAGE; NORTHSTAR TRUNK SEWER AND GOLF VILLAGE NORTH FORCE MAIN, PUMP STATION, & GRAVITY SEWER:**

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

**Kinsale Village**

**SUBDIVIDER’S AGREEMENT  
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 30<sup>th</sup> day of May 2006, by and between VILLAGE COMMUNITIES SUBDIVIDER, as evidenced by the KINSALE VILLAGE Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$145,588.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements. The bond, certified check, irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY at the completion of construction.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the SUBDIVIDER, when in the opinion of the COUNTY, his performance is deemed inadequate.

The SUBDIVIDER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the

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public improvements within this Subdivision.

**SANITARY SEWER CONSTRUCTION**

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$17,000.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall subtract from the above sum an amount equal to three and one-half percent (3½%) of the construction cost of the IMPROVEMENTS for plan review. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$75.00  
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted, the SUBDIVIDER shall make an additional deposits to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover a re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION:**

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.
- (2) an itemized statement showing the cost of IMPROVEMENTS
- (3) a waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

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

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

**Northstar Trunk Sewer**

**SUBDIVIDER'S AGREEMENT  
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 30<sup>th</sup> day of May 2006, by and between NORTHSTAR LAND LLC, SUBDIVIDER, as evidenced by the NORTHSTAR TRUNK SEWER Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

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Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$1,810,030.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements. The bond, certified check, irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY at the completion of construction.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the SUBDIVIDER, when in the opinion of the COUNTY, his performance is deemed inadequate.

The SUBDIVIDER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

**SANITARY SEWER CONSTRUCTION**

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$75,00.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall subtract from the above sum an amount equal to three and one-half percent (3½%) of the construction cost of the IMPROVEMENTS for plan review. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$75.00  
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted, the SUBDIVIDER shall make an additional deposits to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover a re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION:**

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.
- (2) an itemized statement showing the cost of IMPROVEMENTS
- (3) a waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final

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acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

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

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

**Golf Village North Force Main, Pump Station, & Gravity Sewer**

**SUBDIVIDER'S AGREEMENT  
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 30<sup>th</sup> day of May 2006, by and between VILLAGE COMMUNITIES SUBDIVIDER, as evidenced by the GOLF VILLAGE NORTH FORCE MAIN, PUMP STATION, & GRAVITY SEWER Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$360,919.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements. The bond, certified check, irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY at the completion of construction.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the SUBDIVIDER, when in the opinion of the COUNTY, his performance is deemed inadequate.

The SUBDIVIDER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

**SANITARY SEWER CONSTRUCTION**

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$18,000.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall subtract from the above sum an amount equal to three and one-half percent (3½%) of the construction cost of the IMPROVEMENTS for plan review. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$75.00  
CAMERA TRUCK \$150.00

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per hour for time spent by said SANITARY ENGINEER or his staff has been depleted, the SUBDIVIDER shall make an additional deposits to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover a re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION:**

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.
- (2) an itemized statement showing the cost of IMPROVEMENTS
- (3) a waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

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

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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

**RESOLUTION NO. 06-685**

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

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

**7842 West Orange Road**

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

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

**RESOLUTION NO. 06-686**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

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

Chad Schwinen has accepted the Wastewater Operator Position with the Alum Creek Facilities; Effective date

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June 5, 2006.

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

**RESOLUTION NO. 06-687**

**SETTING DATE AND TIME FOR PUBLIC HEARINGS FOR PROPOSED ADOPTION OF CHANGES TO THE BUILDING CODE OF DELAWARE COUNTY, ADOPTION OF THE 2006 RESIDENTIAL CODE OF OHIO FOR ONE, TWO AND THREE FAMILY DWELLINGS AND MODIFICATIONS TO THE RESIDENTIAL FEE SCHEDULE:**

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

Notice of Public Hearings  
Delaware County Board of County Commissioners

The Board of Commissioners of Delaware County, Ohio, will hold public hearings on the proposed adoption of changes to The Building Code of Delaware County, adoption of the 2006 Residential Code of Ohio for One, Two and Three Family Dwellings and modifications to the residential fee schedule. The proposed changes are a result of changes in Ohio law that have created a uniform residential construction code that will apply statewide to one, two and three family dwellings.

The hearings will be held **Thursday, June 15, 2006, at 9:45 a.m. and Monday, June 19, 2006, at 9:30 a.m.** in the Hearing Room of the County Commissioners, 101 North Sandusky Street, Delaware, Ohio. A copy of the proposed changes is available for review at the Office of the Board of County Commissioners, 101 North Sandusky Street, Delaware, Ohio or at the Delaware County Code Compliance Department 50 Channing Street Delaware, Ohio 43015. Interested persons may appear and voice opinion in respect to the proposed building code changes.

This notice is also posted on the County's website at <http://www.co.delaware.oh.us>.

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

**RESOLUTION NO. 06-688**

**A RESOLUTION AUTHORIZING THE DELAWARE COUNTY COMMISSIONERS TO ENTER INTO AN AGREEMENT WITH INFLOSOURCE FOR THE PROVISION OF GRANT CONSULTING SERVICES THROUGH THE DELAWARE COUNTY ECONOMIC DEVELOPMENT GRANTS CLEARINGHOUSE PROGRAM:**

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

WHEREAS, the Delaware County Economic Development Department has established a Grants Clearinghouse program in order to facilitate the County's ability to identify, research, match, and apply for grants to assist various County Departments and communities throughout the County; and

WHEREAS, it has been determined that the Grants Clearinghouse activities shall be performed by a consultant with direction and oversight provided by the Economic Development Department; and

WHEREAS, InfloSource, located at 909 West Fifth Avenue, Columbus, Ohio, has submitted a proposal dated May 23, 2006, that has been determined to provide an acceptable plan for success for the Grants Clearinghouse.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the Board of Commissioners authorizes executing an Agreement for grant services associated with the County's Grants Clearinghouse program with InfloSource in an amount not to exceed Four Thousand Five Hundred Dollars (\$4,500) for grant research and identification activities; and with additional costs to be determined on a time and materials basis; consistent with the proposal dated May 23, 2006 noted below.

Section 2. That this Resolution shall take effect and be in force immediately after its passage.

**Delaware County**  
Grant Identification and Needs Assessment Proposal  
Prepared by:  
InfloSource  
909 West Fifth Avenue  
Columbus, Ohio 43212

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Background and Expertise

Founded in December 2005, InfloSource is a small central Ohio based company predicated on offering public, private, and non-profit organizations a comprehensive and affordable approach to increasing their productivity through information technology development, grant procurement, document management, and staff augmentation.

With over 30 years of experience in government service, InfloSource possesses the necessary skill set to assist clients in navigating the many intricacies of federal, state, and county programs.

InfloSource is an equal opportunity employer and does not discriminate against any employee or applicant for employment on the basis of race, religion, national origin, color, gender, sexual orientation, age, disability, or veteran status.

Project Overview

InfloSource is positioned to help Delaware County with grant identification and procurement by serving as a lead on the grant proposal application process. In working with various local government leaders, InfloSource will assist in assessing and prioritizing the needs and collecting the pertinent demographic information to achieve funding initiatives that best serve Delaware County and its citizens.

InfloSource will promote a results-oriented management approach in seeking grant opportunities and funding initiatives for Delaware County while helping to maintain the necessary materials and information for monitoring and compliance purposes.

Scope and Deliverables

Grant Identification/Application:

- Match potential grants with community/agency need.
- Concentrate on grants that fit within the scope, timeframe, eligibility, and potential match criteria of the needs of Delaware County.

Needs Identification/Prioritization:

- Complete analysis to prioritize community needs for funding resources. Analysis will include Delaware County's top priorities/targeted impacts, indicators, benchmarks, data sources.
- Roles and Responsibilities

The Grant Identification and Needs Assessment project will be initiated to the benefit of Delaware County. The Project creates the opportunity for all parties to construct, evaluate, and participate in a holistic approach to identify and apply for grants, to partner in community needs assessment, and assist in monitoring federal and state compliance issues.

InfloSource will provide expertise in the following areas, as directed by the Delaware County Economic Development Department:

- Grant identification;
- Grant application;
- Community needs assessment;
- Compliance monitoring.

Delaware County may, in its full discretion, provide:

- Departmental personnel selected for participation in the Grant Identification and Needs Assessment Project.
- Management personnel to act as Project Manager(s) during the duration of the Project.

Pricing and Business Profile

This pricing method is based on a "time and materials" format. Due to the nature of the proposal and the work to be performed, it is not feasible to provide a "fixed" pricing for the work to be performed. This estimate is based on similar previous project experience. Delaware County will be billed as time is consumed and will be billed only for the time consumed. Also, InfloSource reserves the right to negotiate a fair compensation of any administrative funds resulting from the successful receipt of any federal, state, and private grants.

Task Name	Duration	Rate
Grant Identification	Mutually agreed upon	\$50 per hour
Grant Application (federal, state, local, private)	Mutually agreed upon	\$50 per hour

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Needs Assessment	Mutually agreed upon	\$50 per hour
Monitoring and Compliance	Mutually agreed upon	\$50 per hour

All invoices shall provide documentation of hours worked and services performed. This documentation shall be submitted to the Delaware County Economic Development Department on a monthly basis. While a rate of \$50.00 per hour is agreed upon as listed above, the total amount of this contract and compensation for services performed shall not exceed \$4,500.00 unless mutually agreed upon by both Parties to this contract.

Business Name: InfloSource  
 Legal Structure: Limited Liability Company  
 Federal Tax ID: 05-0630579  
 Date Established: December 29, 2005

Principal Place of Business: 909 West Fifth Avenue  
 Columbus, Ohio 43212

Firm Leadership: Jim Danes, Partner  
 Tom Kaul, Partner

Number of Employees: 3

Acceptance of Agreement

Signature below by Delaware County is acceptance of the Project as defined in this document. The term of this contract is for one year; however, Delaware County may terminate this Contract at any time upon a 10 day written notice to InfloSource. Upon receipt of notice of such termination, InfloSource shall immediately cease all work related to providing services required under this contract and promptly shall turn over all documents and working papers related to any existing grant or pending grant application to Delaware County. If the contract is terminated by Delaware County, the County's obligation to InfloSource will be limited to the total hourly fees provided herein for work performed to that date by InfloSource.

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

**RESOLUTION NO. 06-689**

**IN THE MATTER OF THE DELAWARE COUNTY COMMISSIONERS CONCURRING WITH THE DELAWARE AREA TRANSIT AUTHORITY (DATA) ON TRANSPORTATION EQUIPMENT SALES CORP. TO ACQUIRE HANDICAP ACCESSIBLE EQUIPMENT FOR ITS FOUR NEW PUBLIC TRANSIT VEHICLES:**

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

WHEREAS, the Ohio Department of Development provides financial assistance to Delaware County under the Community Development Block Grant (CDBG) Program; and

WHEREAS, Delaware County has a Revolving Loan Fund, which is capitalized with Community Development Block Grant (CDBG) funds, with use of these funds having a National Objective of assisting eligible low-moderate income households; and

WHEREAS, Office of Housing and Community Partnerships (OHCP) in the Ohio Department of Development (ODOD) has requested that Delaware County significantly reduce its Revolving Loan Fund (RLF) balance by spending said funds on eligible CDBG activities meeting a CDBG National Objective; and

WHEREAS, assistance to provide adequate public facilities to assist handicap individuals is considered a National Objective under the CDBG Program.

WHEREAS, the Delaware County Board of Commissioners authorized a Resolution No. 06-76 on January 17, 2006, the use of Delaware County Revolving Loan Fund in an amount not to exceed \$15,420 to assist the Delaware Area Transit Authority (DATA) in the purchase of handicap accessible equipment for DATA's four (4) new public light transit vehicles.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the Delaware County Board of Commissioners concurs with Delaware Area Transit Authority (DATA) to assist in purchasing handicap accessible equipment for DATA's four (4) new public light transit vehicles from Transportation Equipment Sales Corp.

Section 2. That this resolution shall take effect and be in force immediately after its passage.

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

**RESOLUTION NO. 06-690**

**IN THE MATTER OF AUTHORIZING THE DELAWARE COUNTY COMMISSIONERS TO ENTER INTO AN AGREEMENT WITH THE OHIO REGIONAL DEVELOPMENT CORPORATION FOR THE PROVISION OF CDBG FY 2006 FAIR HOUSING CONSULTING SERVICES CONTINGENT THAT DELAWARE COUNTY RECEIVES THE CDBG FY 2006 FUNDS FROM OHIO DEPARTMENT OF DEVELOPMENT:**

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

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Formula Program to Delaware County, and

WHEREAS, participation in the CDBG program requires that efforts be made to affirmatively further fair housing locally, and

WHEREAS, Delaware County is applying for Five Thousand Eight Hundred Dollars (\$5,800) through the FY06 CDBG Formula Program for Fair Housing activities.

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

Section 1. That the Board of Commissioners authorizes the President of the Board to execute an Agreement for Fair Housing Consulting Services with The Ohio Regional Development Corporation in an amount not to exceed Five Thousand Eight Hundred Dollars (\$5,800) contingent on Delaware County receiving approval of the FY 2006 Grant from the Ohio Department of Development.

Section 2. That this Resolution shall take effect and be in force immediately after the Ohio Department of Development awards the FY 2006 Grant to Delaware County.

**FAIR HOUSING  
AGREEMENT**

In conjunction with the Delaware County FY 2006 CDBG Formula Program, the Ohio Regional Development Corporation (ORDC) agrees to meet the requirements for the Fair Housing portion of the grant in a timely and professional manner as follows:

**General Information:**

ORDC's full time Housing Coordinator and staff will be available to receive and handle fair housing questions and complaints. In this regard an ORDC 1-800 telephone line has been established and published. The 1-800 telephone line will ring into this office and we will take calls five days a week from 8:00 am to 4:00 pm, excluding the lunch hour, daily. The lunch hour is scheduled from 12:00 noon to 1:00 pm. A voice mail system is also in place to receive messages and inquiries during the lunch hour and after regular business hours. We not only will take the calls daily, we will spend time with callers to discuss their Fair Housing concerns. A system to record the nature of the calls, the actions taken on each call and the result of the action taken has been established. A tracking system of calls received by area has also been established

**Fair Housing Complaint Intake and Referral:**

Complaints that are received that are not fair housing complaints will be referred to the appropriate person or office. If the complaint could be a potential fair housing complaint, the Fair Housing Coordinator will inform the complainant of his/her rights to fair housing, of remedies that are available, offer written literature, offer an appointment to discuss the complaint and to help a complainant file a written complaint or offer to mail a complaint form to them to complete the form themselves. If the complainant prefers to deal directly with the Ohio Civil Rights Commission (OCRC), the Fair Housing Coordinator will offer the address and telephone number of the regional Ohio Civil Rights Office. If a complainant requires a "face to face" meeting with our staff person, we will meet them in your community at a convenient place and an acceptable and reasonable time for all parties concerned. We would receive and log all complaints and handle all necessary paper work.

**Training:**

Seminars will be conducted to fulfill all Fair Housing requirements for your individual program. Each seminar will generally follow ORDC's "Fair Housing Seminar Format", and will be tailored for your audience.

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**Outreach:**

At a minimum, the number of copies of current Fair Housing brochures identified in your fair housing program will be distributed in places that will benefit the target area as specified in your program. Additional copies, as requested by agencies, will be provided at no additional charge. Our literature identifies the telephone number for the speech/hearing impaired. It also identifies a local contact number. We will take whatever reasonable measures are needed to meet guidelines.

**Reports:**

A fair housing report will be issued for your office on a semi-annual basis as well as a final report at the end of the grant period. The reports will contain information on the number of meetings, number of complaints and their outcomes (if known or available), number of brochures and posters distributed and the locations, and general information on the progress of the activities. All required forms will be maintained within the records and made available as needed, as they relate to the Fair Housing Program. All pertaining State and Federal guidelines will be followed.

**Time of Performance**

The services of the Consultant coincide with the grant period of September 1, 2006 until August 31, 2007.

**Cost and Method of Payment**

The cost including all overhead, travel and other expenses will be \$5,800. ORDC will invoice for work completed according to an agreed upon schedule.

**Termination of Contract**

If, through any cause, the Contractor (Consultant) shall fail to fulfill in a timely and proper manner his obligations under this contract, or if the contractor (Consultant) shall violate any of the covenants, agreements or stipulations of this contract, the agency shall thereupon have the right to terminate this contract by giving written notice to the Contractor (Consultant) of such termination and specifying the effective date thereof, at least five (5) days before the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Contractor (Consultant) under this contract shall, at the option of the Agency, become its property and the Contractor (Consultant) shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, the Contractor (Consultant) shall not be relieved of liability to the Agency for damages sustained by the Agency, by virtue of any breach of the contract by the Contractor (Consultant), and the Agency may withhold any payments to the Contractor (Consultant), for the purpose of set-off until such time as the exact amount of the damages due the Agency from the Contractor (Consultant) is determined.

Either party may terminate the Agreement at any time by giving written notice of such termination and specifying the effective date thereof, at least fifteen (15) days before the effective date of such termination. In the event, all finished or unfinished documents and other materials shall, at the option of the Agency, become its property. If the Agreement is terminated by the Agency as provided herein, the Contractor (Consultant) will be paid an amount based on the time and expenses incurred by the Contractor (Consultant) prior to the effective date of such termination.

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

**RESOLUTION NO. 06-691**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR HELP AMERICA VOTE:**

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

<b>Supplemental Appropriation</b>		<b>Amount</b>
23916102-4509	Help America Vote Act/Federal Grant	1,390,863.50
23916102-4530	Help America Vote Act/State Grant	73,921.29
23916102-5260	Help America Vote Act/Inventoried Tools	1,337,900.59
23916102-5320	Help America Vote Act/Data Processing Services	60,575.20
23916102-5450	Help America Vote Act/Machinery & Equipment	44,675.00
23916102-5305	Help America Vote Act/Training & Staff Development	12,784.00

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23916102-5301 Help America Vote Act/Professional Services 8,850.00

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

**RESOLUTION NO. 06-692**

**IN THE MATTER OF APPOINTING DAVE CANNON AS THE GOVERNMENTAL MEMBER AND JOHN REILLY, RAY FLING AND SCOTT GOODING AS THE CITIZEN MEMBERS TO THE MILLSTONE COMMUNITY AUTHORITY IN WESTERVILLE, OHIO:**

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

Whereas, The Board of Commissioners of Delaware County is responsible to make appointments from the public to various boards, councils and committees, and

Whereas, the Board of Commissioners of Delaware County shall appoint individuals to the Millstone Community Authority in Westerville, Ohio, Dave Cannon shall be appointed as the governmental member to a (2) year term beginning June 1, 2006 and ending June 2, 2008, John Reilly shall be appointed citizen member for a two (2) year term beginning June 1, 2006 and ending June 2, 2008, and Scott Gooding and Ray Fling shall be appointed citizen members for one (1) year terms beginning June 1, 2006 and ending June 2, 2007.

Therefore, be it resolved that the Board of Commissioners at Delaware County, State of Ohio, have appointed Dave Cannon as the governmental member, and John Reilly, Ray Fling And Scott Gooding as the citizen members to the Millstone Community Authority in Westerville, Ohio.

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

**RESOLUTION NO. 06-693**

**A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN THE MAXIMUM PRINCIPAL AMOUNT OF \$1,450,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS FOR THE PURPOSE OF PAYING THE COSTS OF CONSTRUCTING A NEW PUBLIC ROADWAY FROM A POINT NORTH OF THE INTERSECTION OF U.S. ROUTE 23 AND LEWIS CENTER ROAD AND EXTENDING EASTERLY TO THE WESTERLY BOUNDARY OF THE OLENTANGY HIGH SCHOOL SITE, BY EXCAVATING, GRADING, PAVING, DRAINAGE, STREET LIGHTING, CONDUIT, CURBS AND GUTTERS, TRAFFIC PAVEMENT MARKINGS AND STREET SIGNS TOGETHER WITH ALL NECESSARY AND RELATED APPURTENANCES THERETO:**

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

WHEREAS, pursuant to Resolution No. 04-1565 adopted December 20, 2004 (the “TIF Resolution”) and Ohio Revised Code Section 5709.78, this Board has exempted from taxation certain Improvements (as that term is defined in Ohio Revised Code Section 5709.77) to certain parcels of real property located within the County, required the owners of those parcels to pay service payments in lieu of real property taxes (the “PILOTs”) in respect of those Improvements, and identified certain public improvements that will directly benefit those parcels of real property; and

WHEREAS, pursuant to the TIF Resolution and Ohio Revised Code Section 5709.80, the PILOTs received by the County shall be deposited in the Olentangy Crossings Redevelopment Tax Equivalent Fund and used to pay debt charges on the notes and bonds is sued to finance the public improvements identified in the TIF Resolution; and

WHEREAS, pursuant to Resolution No. 05-179 adopted February 14, 2005, notes in anticipation of bonds in the amount of \$1,555,000, dated June 15, 2005 (the “Outstanding Notes”), were issued for the purpose stated in Section 1, to mature June 14, 2006; and

WHEREAS, the Board finds and determines that the County should retire the Outstanding Notes with the proceeds of the Notes described in Section 3 and other available monies of the County;

WHEREAS, the County Auditor, as fiscal officer of this County, has certified to this Board that the estimated life or period of usefulness of the Improvement described in Section 1 is at least five years, the estimated maximum maturity of the Bonds described in Section 1 is twenty (20) years, and the maximum maturity of the Notes described in Section 3 is June 15, 2025;

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

Section 1. It is necessary to issue bonds of this County in the maximum principal amount of \$1,450,000 (the “Bonds”) for the purpose of paying the costs of constructing a new public roadway from a point north of the

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intersection of U.S. Route 23 and Lewis Center Road and extending easterly to the westerly boundary of the Olentangy high school site, by excavating, grading, paving, drainage, street lighting, conduit, curbs and gutters, traffic pavement markings and street signs together with all necessary and related appurtenances thereto (the "Improvement").

Section 2. The Bonds shall be dated approximately June 1, 2007, shall bear interest at the now estimated rate of 6.00% per year, payable semiannually until the principal amount is paid, and are estimated to mature in twenty (20) annual principal installments on December 1 of each year and in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable shall be substantially equal. The first principal payment of the Bonds is estimated to be December 1, 2007.

Section 3. It is necessary to issue and this Board determines that notes in the maximum principal amount of \$1,450,000 (the "Notes") shall be issued in anticipation of the issuance of the Bonds to retire the Outstanding Notes and to pay any financing costs. The aggregate principal amount of Notes to be issued (not to exceed the stated maximum amount) shall be determined by the County Administrator in the certificate awarding the Notes in accordance with Section 6 of this Resolution (the "Certificate of Award") as the amount necessary to retire the Outstanding Notes and to pay any financing costs. The Notes shall be dated the date of issuance and shall mature one year after the date of issuance, provided that the County Administrator may, if it is determined to be necessary or advisable to the sale of the Notes, establish a maturity date that is up to fifteen days less than one year from the date of issuance by setting forth that maturity date in the Certificate of Award. The Notes shall bear interest at a rate or rates not to exceed 6.00% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate or rates of interest on the Notes shall be determined by the County Administrator in the Certificate of Award in accordance with Section 6 of this Resolution.

Section 4. The debt charges on the Notes shall be payable in lawful money of the United States of America or in Federal Reserve funds of the United States of America as determined by the County Administrator in the Certificate of Award, and shall be payable, without deduction for services of the County's paying agent, at the office of a bank or trust company designated by the County Administrator in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the County and that proper procedures and safeguards are available for that purpose (the "Paying Agent").

Section 5. The Notes shall be signed by at least two members of the Board of County Commissioners and by the County Auditor, in the name of the County and in their official capacities, provided that all but one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the original purchaser and approved by the County Auditor, provided that no Note shall be issued in a denomination less than \$100,000. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the County Auditor will serve as note registrar) in accordance with Section 133.40 of the Revised Code and in book-entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the County Administrator that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the County Administrator and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Resolution. As used in this section and this Resolution:

"Book entry form" or "book entry system" means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the County and payable only to a Depository or its nominee, with such Notes "immobilized" in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the County is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

"Depository" means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"Participant" means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository,

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without further action by the County.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the County Auditor may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the County Auditor does not or is unable to do so, the County Auditor, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of County action or inaction, of those persons requesting such issuance.

The County Auditor is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the County.

Section 6. The Notes shall be sold at not less than par plus accrued interest (if any) at private sale by the County Administrator in accordance with law and the provisions of this Resolution. The County Administrator shall sign the Certificate of Award referred to in Section 3 fixing the interest rate or rates which the Notes shall bear and evidencing that sale to the original purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price. Any member of this Board, the County Auditor, the County Prosecuting Attorney, the County Administrator, the Clerk of this Board, and other County officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Resolution. The County Administrator is authorized, if it is determined to be in the best interest of the County, to combine the issue of Notes with one or more other note issues of the County into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

Section 7. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the County, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

In each year to the extent money from PILOTs deposited into the Olentangy Crossings Redevelopment Tax Equivalent Fund created pursuant to Section 5709.80 of the Revised Code and the TIF Resolution is available for the payment of the debt charges on the Notes and the Bonds and is appropriated for that purpose, the amount of the tax shall be reduced by the amount of the money so available and appropriated in compliance with the following covenant. To the extent necessary, the debt charges on the Notes and Bonds shall be paid from PILOTs lawfully available therefore under the Constitution and laws of the State of Ohio; and the County hereby covenants, subject and pursuant to such authority, including particularly Section 133.04(B)(8), Revised Code, to appropriate annually from such PILOTs such amount as is necessary to meet such annual debt charges. [Nothing in this paragraph in any way diminishes the irrevocable pledge of the full faith, credit and general property taxing power of the County to the prompt payment of the debt charges on the Notes and Bonds.](#)

Section 10. The County covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the "Code") or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b) the interest on the Notes will not be treated as an item of tax preference under Section 57 of the Code.

The County further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the

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federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The County Auditor, as the fiscal officer, or any other officer of the County having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the County with respect to the Notes as the County is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in Section 148(f)(4)(C) of the Code or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the County, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the County, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the County regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Each covenant made in this section with respect to the Notes is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Notes (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure the exclusion of interest on the Notes from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this section to take with respect to the Notes.

Section 11. The Clerk of this Board is directed to promptly deliver a certified copy of this Resolution to the County Auditor of Delaware County, Ohio.

Section 12. This Board determines that all acts and conditions necessary to be done or performed by the County or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the County have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the County are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 13. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 14. This Resolution shall be in full force and effect immediately upon its adoption.

Upon roll call on the adoption of the Resolution, the vote was as follows:

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

**RESOLUTION NO. 06-694**

**A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN THE MAXIMUM PRINCIPAL AMOUNT OF \$2,450,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS FOR THE PURPOSE OF PAYING THE PROPERTY OWNERS' PORTION, IN ANTICIPATION OF THE LEVY AND COLLECTION OF SPECIAL ASSESSMENTS, OF THE COST OF IMPROVING AND WIDENING LEWIS CENTER ROAD AND U.S. ROUTE 23 BETWEEN CERTAIN TERMINI BY EXCAVATING, GRADING, PAVING, DRAINAGE, CONDUIT, CURBS AND GUTTERS, TRAFFIC PAVEMENT MARKINGS, SIGNALIZATION AND STREET SIGNS, TOGETHER WITH ALL NECESSARY AND RELATED APPURTENANCES:**

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

WHEREAS, this Board has previously by Resolution No. 05-777 adopted on June 2, 2005 (the "*Resolution of Necessity*"), declared the necessity of the improvements described therein and by Resolution No. 05-930 adopted on July 11, 2005 determined to proceed with the Improvement defined in Section 1; and

WHEREAS, pursuant to Resolution No. 05-931 adopted July 11, 2005, notes in anticipation of bonds in the amount of \$2,000,000, dated August 16, 2005 (the "*Outstanding Notes*"), were issued for the purpose stated in

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Section 1, to mature August 15, 2006; and

WHEREAS, this Board finds and determines that the County should retire the Outstanding Notes with the proceeds of the Notes described in Section 3 and provide additional funds in the amount of \$450,000 for the purpose stated in Section 1; and

WHEREAS, the County Auditor, as fiscal officer of this County, has certified to this Board that the estimated life or period of usefulness of the Improvement described in Section 1 is at least five years, the estimated maximum maturity of the Bonds described in Section 1 is twenty (20) years, and the maximum maturity of: (i) \$2,000,000 the Notes described in Section 3, to be issued in anticipation of the Bonds, is December 31, 2010 and (ii) \$450,000 of the Notes described in Section 3, to be issued in anticipation of the Bonds, is December 31, 2011;

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

Section 1. It is necessary to issue bonds of this County in the maximum principal amount of \$2,450,000 (the "Bonds") for the purpose of paying the property owners' portion, in anticipation of the levy and collection of special assessments, of the cost of improving and widening Lewis Center Road and U.S. Route 23 between certain termini by excavating, grading, paving, drainage, conduit, curbs and gutters, traffic pavement markings, signalization and street signs, together with all necessary and related appurtenances (the "Improvement"), all as provided for in the Resolution of Necessity.

Section 2. The Bonds shall be dated approximately June 1, 2007, shall bear interest at the now estimated rate of 6.00% per year, payable semiannually until the principal amount is paid, and are estimated to mature in twenty (20) annual principal installments on December 1 of each year and in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable shall be substantially equal. The first principal payment of the Bonds is estimated to be December 1, 2007.

Section 3. It is necessary to issue and this Board determines that notes in the maximum principal amount of \$2,450,000 (the "Notes") shall be issued in anticipation of the issuance of the Bonds to retire the Outstanding Notes, to provide additional money for the purpose stated in Section 1 and to pay any financing costs. The aggregate principal amount of Notes to be issued (not to exceed the stated maximum amount) shall be determined by the County Administrator in the certificate awarding the Notes in accordance with Section 6 of this Resolution (the "Certificate of Award") as the amount necessary to retire the Outstanding Notes, to provide additional money for the purpose stated in Section 1 and to pay any financing costs. The Notes shall be dated the date of issuance and shall mature one year after the date of issuance, provided that the County Administrator may, if it is determined to be necessary or advisable to the sale of the Notes, establish a maturity date that is up to fifteen days less than one year from the date of issuance by setting forth that maturity date in the Certificate of Award. The Notes shall bear interest at a rate or rates not to exceed 6.00% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate or rates of interest on the Notes shall be determined by the County Administrator in the Certificate of Award in accordance with Section 6 of this Resolution.

Section 4. The debt charges on the Notes shall be payable in lawful money of the United States of America or in Federal Reserve funds of the United States of America as determined by the County Administrator in the Certificate of Award, and shall be payable, without deduction for services of the County's paying agent, at the office of a bank or trust company designated by the County Administrator in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the County and that proper procedures and safeguards are available for that purpose (the "Paying Agent").

Section 5. The Notes shall be signed by at least two members of the Board of County Commissioners and by the County Auditor, in the name of the County and in their official capacities, provided that all but one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the original purchaser and approved by the County Auditor, provided that no Note shall be issued in a denomination less than \$100,000. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the County Auditor will serve as note registrar) in accordance with Section 133.40 of the Revised Code and in book-entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the County Administrator that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the County Administrator and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Resolution. As used in this section and this Resolution:

"Book entry form" or "book entry system" means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the County and payable only to a Depository or its nominee, with such Notes "immobilized" in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the County is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

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“*Depository*” means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“*Participant*” means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the County.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the County Auditor may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the County Auditor does not or is unable to do so, the County Auditor, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of County action or inaction, of those persons requesting such issuance.

The County Auditor is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the County.

Section 6. The Notes shall be sold at not less than par plus accrued interest (if any) at private sale by the County Administrator in accordance with law and the provisions of this Resolution. The County Administrator shall sign the Certificate of Award referred to in Section 3 fixing the interest rate or rates which the Notes shall bear and evidencing that sale to the original purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price. Any member of this Board, the County Auditor, the County Prosecuting Attorney, the County Administrator, the Clerk of this Board, and other County officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Resolution. The County Administrator is authorized, if it is determined to be in the best interest of the County, to combine the issue of Notes with one or more other note issues of the County into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

Section 7. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the County, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

All special assessments collected for the Improvement and any unexpended balance remaining in the improvement fund after the cost and expenses of the Improvement have been paid shall be used for the payment of the debt charges on the Notes and Bonds until paid in full. In each year to the extent the income from the levy of the special assessments for the Improvement is available for the payment of the debt charges on the Notes and Bonds and is appropriated for that purpose, the amount of the tax shall be reduced by the amount of the income so

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available and appropriated. Nothing in this paragraph in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the County to the prompt payment of the debt charges on the Notes and Bonds.

Section 10. The County covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the "Code") or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b) the interest on the Notes will not be treated as an item of tax preference under Section 57 of the Code.

The County further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The County Auditor, as the fiscal officer, or any other officer of the County having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the County with respect to the Notes as the County is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in Section 148(f)(4)(C) of the Code or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the County, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the County, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the County regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Each covenant made in this section with respect to the Notes is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Notes (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure the exclusion of interest on the Notes from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this section to take with respect to the Notes.

Section 11. The Clerk of this Board is directed to promptly deliver a certified copy of this Resolution to the County Auditor of Delaware County, Ohio.

Section 12. This Board determines that all acts and conditions necessary to be done or performed by the County or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the County have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the County are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 13. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 14. This Resolution shall be in full force and effect immediately upon its adoption.

Upon roll call on the adoption of the Resolution, the vote was as follows:

Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Aye
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**RESOLUTION NO. 06-695**

**A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN THE MAXIMUM**

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**PRINCIPAL AMOUNT OF \$2,184,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS FOR THE PURPOSE OF PAYING THE PROPERTY OWNERS' PORTION, IN ANTICIPATION OF THE LEVY AND COLLECTION OF SPECIAL ASSESSMENTS, OF THE COST OF EXTENDING SAWMILL PARKWAY BETWEEN CERTAIN TERMINI BY EXCAVATING, GRADING, PAVING, DRAINAGE, STREET LIGHTING, CONDUIT, CURBS AND GUTTERS, TRAFFIC PAVEMENT MARKINGS, AND STREET SIGNS, TOGETHER WITH ALL NECESSARY AND RELATED APPURTENANCES :**

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

WHEREAS, this Board has previously by Resolution No. 05-433 adopted on April 14, 2005 (the "*Resolution of Necessity*"), declared the necessity of the improvements described therein and by Resolution No. 05-1035 adopted on August 1, 2005 determined to proceed with the Improvement defined in Section 1; and

WHEREAS, pursuant to Resolution No. 05-1036 adopted August 1, 2005, notes in anticipation of bonds in the amount of \$2,100,000, dated August 16, 2005 (the "*Outstanding Notes*"), were issued for the purpose stated in Section 1, to mature August 15, 2006; and

WHEREAS, this Board finds and determines that the County should retire the Outstanding Notes with the proceeds of the Notes described in Section 3 and provide additional funds in the amount of \$84,000 for the purpose stated in Section 1; and

WHEREAS, the County Auditor, as fiscal officer of this County, has certified to this Board that the estimated life or period of usefulness of the Improvement described in Section 1 is at least five years, the estimated maximum maturity of the Bonds described in Section 1 is twenty (20) years, and the maximum maturity of: (i) \$2,100,000 the Notes described in Section 3, to be issued in anticipation of the Bonds, is December 31, 2010 and (ii) \$84,000 of the Notes described in Section 3, to be issued in anticipation of the Bonds, is December 31, 2011;

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

Section 1. It is necessary to issue bonds of this County in the maximum principal amount of \$2,184,000 (the "*Bonds*") for the purpose of paying the property owners' portion, in anticipation of the levy and collection of special assessments, of the cost of extending Sawmill Parkway between certain termini by excavating, grading, paving, drainage, street lighting, conduit, curbs and gutters, traffic pavement markings, and street signs, together with all necessary and related appurtenances (the "*Improvement*"), all as provided for in the Resolution of Necessity.

Section 2. The Bonds shall be dated approximately June 1, 2007, shall bear interest at the now estimated rate of 6.00% per year, payable semiannually until the principal amount is paid, and are estimated to mature in twenty (20) annual principal installments on December 1 of each year and in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable shall be substantially equal. The first principal payment of the Bonds is estimated to be December 1, 2007.

Section 3. It is necessary to issue and this Board determines that notes in the maximum principal amount of \$2,184,000 (the "*Notes*") shall be issued in anticipation of the issuance of the Bonds to retire the Outstanding Notes, to provide additional money for the purpose stated in Section 1 and to pay any financing costs. The aggregate principal amount of Notes to be issued (not to exceed the stated maximum amount) shall be determined by the County Administrator in the certificate awarding the Notes in accordance with Section 6 of this Resolution (the "*Certificate of Award*") as the amount necessary to retire the Outstanding Notes, to provide additional money for the purpose stated in Section 1 and to pay any financing costs. The Notes shall be dated the date of issuance and shall mature one year after the date of issuance, provided that the County Administrator may, if it is determined to be necessary or advisable to the sale of the Notes, establish a maturity date that is up to fifteen days less than one year from the date of issuance by setting forth that maturity date in the Certificate of Award. The Notes shall bear interest at a rate or rates not to exceed 6.00% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate or rates of interest on the Notes shall be determined by the County Administrator in the Certificate of Award in accordance with Section 6 of this Resolution.

Section 4. The debt charges on the Notes shall be payable in lawful money of the United States of America or in Federal Reserve funds of the United States of America as determined by the County Administrator in the Certificate of Award, and shall be payable, without deduction for services of the County's paying agent, at the office of a bank or trust company designated by the County Administrator in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the County and that proper procedures and safeguards are available for that purpose (the "*Paying Agent*").

Section 5. The Notes shall be signed by at least two members of the Board of County Commissioners and by the County Auditor, in the name of the County and in their official capacities, provided that all but one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the original purchaser and approved by the County Auditor, provided that no Note shall be issued in a denomination

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less than \$100,000. The entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the County Auditor will serve as note registrar) in accordance with Section 133.40 of the Revised Code and in book-entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the County Administrator that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the County Administrator and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Resolution. As used in this section and this Resolution:

*“Book entry form” or “book entry system”* means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the County and payable only to a Depository or its nominee, with such Notes “immobilized” in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the County is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

*“Depository”* means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

*“Participant”* means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the County.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the County Auditor may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the County Auditor does not or is unable to do so, the County Auditor, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of County action or inaction, of those persons requesting such issuance.

The County Auditor is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the County.

Section 6. The Notes shall be sold at not less than par plus accrued interest (if any) at private sale by the County Administrator in accordance with law and the provisions of this Resolution. The County Administrator shall sign the Certificate of Award referred to in Section 3 fixing the interest rate or rates which the Notes shall bear and evidencing that sale to the original purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price. Any member of this Board, the County Auditor, the County Prosecuting Attorney, the County Administrator, the Clerk of this Board, and other County officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Resolution. The County Administrator is authorized, if it is determined to be in the best interest of the County, to combine the issue of Notes with one or more other note issues of the County into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

Section 7. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

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Section 9. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the County, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

All special assessments collected for the Improvement and any unexpended balance remaining in the improvement fund after the cost and expenses of the Improvement have been paid shall be used for the payment of the debt charges on the Notes and Bonds until paid in full. In each year to the extent the income from the levy of the special assessments for the Improvement is available for the payment of the debt charges on the Notes and Bonds and is appropriated for that purpose, the amount of the tax shall be reduced by the amount of the income so available and appropriated. Nothing in this paragraph in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the County to the prompt payment of the debt charges on the Notes and Bonds.

Section 10. The County covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the "Code") or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b) the interest on the Notes will not be treated as an item of tax preference under Section 57 of the Code.

The County further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The County Auditor, as the fiscal officer, or any other officer of the County having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the County with respect to the Notes as the County is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in Section 148(f)(4)(C) of the Code or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the County, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the County, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the County regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Each covenant made in this section with respect to the Notes is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Notes (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure the exclusion of interest on the Notes from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this section to take with respect to the Notes.

Section 11. The Clerk of this Board is directed to promptly deliver a certified copy of this Resolution to the County Auditor of Delaware County, Ohio.

Section 12. This Board determines that all acts and conditions necessary to be done or performed by the County or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the County have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the County are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

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Section 13. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 14. This Resolution shall be in full force and effect immediately upon its adoption.

Upon roll call on the adoption of the Resolution, the vote was as follows:

Vote on Motion	Mr. Ward	Aye	Mr. Jordan	Aye	Mr. Evans	Aye
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**RESOLUTION NO. 06-696**

**A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN THE MAXIMUM PRINCIPAL AMOUNT OF \$73,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS, PURPOSE OF PAYING THE PROPERTY OWNERS' PORTION, IN ANTICIPATION OF THE LEVY AND COLLECTION OF SPECIAL ASSESSMENTS, OF THE COST OF IMPROVING THE PRIMMER DITCH (BIG RUN) BETWEEN CERTAIN TERMINI BY ACQUIRING LAND, CLEARING OBSTRUCTIONS, DEEPENING, WIDENING, RESHAPING, STRAIGHTENING, TILING, SEEDING AND CONTROLLING EROSION, TOGETHER WITH ALL NECESSARY AND RELATED APPURTENANCES:**

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

WHEREAS, this Board has previously by its Resolution No. 01-294 adopted on March 19, 2001 (the "*Resolution of Necessity*") declared the necessity of the improvements described therein and by Resolutions No. 05-796, No. 05-797 and No. 05-798, each adopted on June 6, 2005, determined to proceed with the Improvement defined in Section 1; and

WHEREAS, pursuant to Resolution No. 05-1027 adopted August 1, 2005, notes in anticipation of bonds in the amount of \$70,000, dated August 16, 2005 (the "*Outstanding Notes*"), were issued for the purpose stated in Section 1, to mature August 15, 2006; and

WHEREAS, this Board finds and determines that the County should retire the Outstanding Notes with the proceeds of the Notes described in Section 3 and provide additional funds in the amount of \$3,000 for the purpose stated in Section 1; and

WHEREAS, the County Auditor as fiscal officer of this County has certified to this Board that the estimated life or period of usefulness of the Improvement described in Section 1 is at least five years, the estimated maximum maturity of the Bonds described in Section 1 is eight (8) years, and the maximum maturity of: (i) \$70,000 the Notes described in Section 3, to be issued in anticipation of the Bonds, is December 31, 2010 and (ii) \$3,000 of the Notes described in Section 3, to be issued in anticipation of the Bonds, is December 31, 2011; and

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

Section 1. It is necessary to issue bonds of this County in the maximum principal amount of \$73,000 (the "*Bonds*") for the purpose of paying the property owners' portion, in anticipation of the levy and collection of special assessments, of the cost of improving the Primmer Ditch (Big Run) between certain termini by acquiring land, clearing obstructions, deepening, widening, reshaping, straightening, tiling, seeding and controlling erosion, together with all necessary and related appurtenances (the "*Improvement*"), all as provided for in the Resolution of Necessity.

Section 2. The Bonds shall be dated approximately June 1, 2007, shall bear interest at the now estimated rate of 6.00% per year, payable semiannually until the principal amount is paid, and are estimated to mature in eight (8) annual principal installments on December 1 of each year and in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable shall be substantially equal. The first principal payment of the Bonds is estimated to be December 1, 2007.

Section 3. It is necessary to issue and this Board determines that notes in the maximum principal amount of \$73,000 (the "*Notes*") shall be issued in anticipation of the issuance of the Bonds to retire the Outstanding Notes, to provide additional money for the purpose stated in Section 1 and to pay any financing costs. The aggregate principal amount of Notes to be issued (not to exceed the stated maximum amount) shall be determined by the County Administrator in the certificate awarding the Notes in accordance with Section 6 of this Resolution (the "*Certificate of Award*") as the amount necessary to retire the Outstanding Notes, to provide additional money for the purpose stated in Section 1 and to pay any financing costs. The Notes shall be dated the date of issuance and shall mature one year after the date of issuance, provided that the County Administrator may, if it is determined to be necessary or advisable to the sale of the Notes, establish a maturity date that is up to fifteen days less than

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one year from the date of issuance by setting forth that maturity date in the Certificate of Award. The Notes shall bear interest at a rate or rates not to exceed 6.00% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate or rates of interest on the Notes shall be determined by the County Administrator in the Certificate of Award in accordance with Section 6 of this Resolution.

Section 4. The debt charges on the Notes shall be payable in lawful money of the United States of America or in Federal Reserve funds of the United States of America as determined by the County Administrator in the Certificate of Award, and shall be payable, without deduction for services of the County's paying agent, at the office of a bank or trust company designated by the County Administrator in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the County and that proper procedures and safeguards are available for that purpose (the "*Paying Agent*").

Section 5. The Notes shall be signed by at least two members of the Board of County Commissioners and by the County Auditor, in the name of the County and in their official capacities, provided that all but one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the original purchaser and approved by the County Auditor, provided the entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the County Auditor will serve as note registrar) in accordance with Section 133.40 of the Revised Code and in book-entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the County Administrator that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the County Administrator and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Resolution. As used in this section and this Resolution:

"*Book entry form*" or "*book entry system*" means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the County and payable only to a Depository or its nominee, with such Notes "*immobilized*" in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the County is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

"*Depository*" means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"*Participant*" means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the County.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the County Auditor may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the County Auditor does not or is unable to do so, the County Auditor, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of County action or inaction, of those persons requesting such issuance.

The County Auditor is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the County.

Section 6. The Notes shall be sold at not less than par plus accrued interest (if any) at private sale by the County Administrator in accordance with law and the provisions of this Resolution. The County Administrator shall sign the Certificate of Award referred to in Section 3 fixing the interest rate or rates which the Notes shall bear and evidencing that sale to the original purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by

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the original purchaser, to the original purchaser upon payment of the purchase price. Any member of this Board, the County Auditor, the County Prosecuting Attorney, the County Administrator, the Clerk of this Board, and other County officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Resolution. The County Administrator is authorized, if it is determined to be in the best interest of the County, to combine the issue of Notes with one or more other note issues of the County into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

Section 7. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the County, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

All special assessments collected for the Improvement and any unexpended balance remaining in the improvement fund after the cost and expenses of the Improvement have been paid shall be used for the payment of the debt charges on the Notes and Bonds until paid in full. In each year to the extent the income from the levy of the special assessments for the Improvement is available for the payment of the debt charges on the Notes and Bonds and is appropriated for that purpose, the amount of the tax shall be reduced by the amount of the income so available and appropriated. Nothing in this paragraph in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the County to the prompt payment of the debt charges on the Notes and Bonds.

Section 10. The County covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the "Code") or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b) the interest on the Notes will not be treated as an item of tax preference under Section 57 of the Code.

The County further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The County Auditor, as the fiscal officer, or any other officer of the County having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the County with respect to the Notes as the County is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in Section 148(f)(4)(C) of the Code or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the County, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the County, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the County regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Each covenant made in this section with respect to the Notes is also made with respect to all issues any

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portion of the debt service on which is paid from proceeds of the Notes (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure the exclusion of interest on the Notes from gross income for federal income tax purposes, and the officers identified above are authorized to take actions with respect to those issues as they are authorized in this section to take with respect to the Notes.

Section 11. The Clerk of this Board is directed to promptly deliver a certified copy of this Resolution to the County Auditor of Delaware County, Ohio.

Section 12. This Board determines that all acts and conditions necessary to be done or performed by the County or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the County have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the County are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 13. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 14. This Resolution shall be in full force and effect immediately upon its adoption.

Upon roll call on the adoption of the Resolution, the vote was as follows:

Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Aye
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**RESOLUTION NO. 06-697**

**A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN THE MAXIMUM PRINCIPAL AMOUNT OF \$38,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS, PURPOSE OF PAYING THE PROPERTY OWNERS' PORTION, IN ANTICIPATION OF THE LEVY AND COLLECTION OF SPECIAL ASSESSMENTS, OF THE COST OF IMPROVING THE SMITH #198 DITCH BETWEEN CERTAIN TERMINI BY ACQUIRING LAND, CLEARING OBSTRUCTIONS, DEEPENING, WIDENING, RESHAPING, STRAIGHTENING, TILING, SEEDING AND CONTROLLING EROSION, TOGETHER WITH ALL NECESSARY AND RELATED APPURTENANCES:**

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

WHEREAS, this Board has previously by its Resolution No. 02-410 adopted on March 25, 2002 (the "*Resolution of Necessity*") declared the necessity of the improvements described therein and by Resolution No. 05-1485 adopted on November 7, 2005, determined to proceed with the Improvement defined in Section 1; and

WHEREAS, the County Auditor as fiscal officer of this County has certified to this Board that the estimated life or period of usefulness of the Improvement described in Section 1 is at least five years, the estimated maximum maturity of the Bonds described in Section 1 is eight (8) years, and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the Bonds, is December 31, 2011;

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

Section 1. It is necessary to issue bonds of this County in the maximum principal amount of \$38,000 (the "*Bonds*") for the purpose of paying the property owners' portion, in anticipation of the levy and collection of special assessments, of the cost of improving the Smith #198 Ditch between certain termini by acquiring land, clearing obstructions, deepening, widening, reshaping, straightening, tiling, seeding and controlling erosion, together with all necessary and related appurtenances (the "*Improvement*"), all as provided for in the Resolution of Necessity.

Section 2. The Bonds shall be dated approximately June 1, 2006, shall bear interest at the now estimated rate of 5.50% per year, payable semiannually until the principal amount is paid, and are estimated to mature in eight (8) annual principal installments on December 1 of each year and in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable shall be substantially equal. The first principal payment of the Bonds is estimated to be December 1, 2007.

Section 3. It is necessary to issue and this Board determines that notes in the maximum principal amount of \$38,000 (the "*Notes*") shall be issued in anticipation of the issuance of the Bonds to pay the costs of the Improvement and any financing costs. The aggregate principal amount of Notes to be issued (not to exceed the stated maximum amount) shall be determined by the County Administrator in the certificate awarding the Notes in

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accordance with Section 6 of this Resolution (the "*Certificate of Award*") as the amount necessary to pay the costs of the Improvement and any financing costs. The Notes shall be dated the date of issuance and shall mature one year after the date of issuance, provided that the County Administrator may, if it is determined to be necessary or advisable to the sale of the Notes, establish a maturity date that is up to fifteen days less than one year from the date of issuance by setting forth that maturity date in the Certificate of Award. The Notes shall bear interest at a rate or rates not to exceed 6.00% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate or rates of interest on the Notes shall be determined by the County Administrator in the Certificate of Award in accordance with Section 6 of this Resolution.

Section 4. The debt charges on the Notes shall be payable in lawful money of the United States of America or in Federal Reserve funds of the United States of America as determined by the County Administrator in the Certificate of Award, and shall be payable, without deduction for services of the County's paying agent, at the office of a bank or trust company designated by the County Administrator in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the County and that proper procedures and safeguards are available for that purpose (the "*Paying Agent*").

Section 5. The Notes shall be signed by at least two members of the Board of County Commissioners and by the County Auditor, in the name of the County and in their official capacities, provided that all but one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the original purchaser and approved by the County Auditor, provided the entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the County Auditor will serve as note registrar) in accordance with Section 133.40 of the Revised Code and in book-entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the County Administrator that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the County Administrator and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Resolution. As used in this section and this Resolution:

"*Book entry form*" or "*book entry system*" means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the County and payable only to a Depository or its nominee, with such Notes "*immobilized*" in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the County is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

"*Depository*" means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"*Participant*" means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the County.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the County Auditor may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the County Auditor does not or is unable to do so, the County Auditor, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of County action or inaction, of those persons requesting such issuance.

The County Auditor is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the County.

Section 6. The Notes shall be sold at not less than par plus accrued interest (if any) at private sale by the

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County Administrator in accordance with law and the provisions of this Resolution. The County Administrator shall sign the Certificate of Award referred to in Section 3 fixing the interest rate or rates which the Notes shall bear and evidencing that sale to the original purchaser, cause the Notes to be prepared, and have the Notes signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price. Any member of this Board, the County Auditor, the County Prosecuting Attorney, the County Administrator, the Clerk of this Board, and other County officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Resolution. The County Administrator is authorized, if it is determined to be in the best interest of the County, to combine the issue of Notes with one or more other note issues of the County into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

Section 7. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the County, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

All special assessments collected for the Improvement and any unexpended balance remaining in the improvement fund after the cost and expenses of the Improvement have been paid shall be used for the payment of the debt charges on the Notes and Bonds until paid in full. In each year to the extent the income from the levy of the special assessments for the Improvement is available for the payment of the debt charges on the Notes and Bonds and is appropriated for that purpose, the amount of the tax shall be reduced by the amount of the income so available and appropriated. Nothing in this paragraph in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the County to the prompt payment of the debt charges on the Notes and Bonds.

Section 10. The County covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the "Code") or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b) the interest on the Notes will not be treated as an item of tax preference under Section 57 of the Code.

The County further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The County Auditor, as the fiscal officer, or any other officer of the County having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the County with respect to the Notes as the County is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in Section 148(f)(4)(C) of the Code or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the County, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the County, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the County regarding the amount and use

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of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

Section 11. The Clerk of this Board is directed to promptly deliver a certified copy of this Resolution to the County Auditor of Delaware County, Ohio.

Section 12. This Board determines that all acts and conditions necessary to be done or performed by the County or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the County have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the County are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 13. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 14. This Resolution shall be in full force and effect immediately upon its adoption.

Upon roll call on the adoption of the Resolution, the vote was as follows:

Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Aye
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**RESOLUTION NO. 06-698**

**A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF NOTES IN THE MAXIMUM PRINCIPAL AMOUNT OF \$7,000 IN ANTICIPATION OF THE ISSUANCE OF BONDS, PURPOSE OF PAYING THE PROPERTY OWNERS' PORTION, IN ANTICIPATION OF THE LEVY AND COLLECTION OF SPECIAL ASSESSMENTS, OF THE COST OF CONSTRUCTING THE SACKETT #328 DITCH BETWEEN CERTAIN TERMINI BY ACQUIRING LAND, CLEARING OBSTRUCTIONS, DEEPENING, WIDENING, RESHAPING, STRAIGHTENING, TILING, SEEDING AND CONTROLLING EROSION, TOGETHER WITH ALL NECESSARY AND RELATED APPURTENANCES :**

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

WHEREAS, this Board has previously by its Resolution No. 03-1311 adopted on October 6, 2003 (the "*Resolution of Necessity*") declared the necessity of the improvements described therein and by Resolution No. 06-163, adopted on February 6, 2006, determined to proceed with the Improvement defined in Section 1; and

WHEREAS, the County Auditor as fiscal officer of this County has certified to this Board that the estimated life or period of usefulness of the Improvement described in Section 1 is at least five years, the estimated maximum maturity of the Bonds described in Section 1 is eight (8) years, and the maximum maturity of the Notes described in Section 3, to be issued in anticipation of the Bonds, is December 31, 2011;

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

Section 1. It is necessary to issue bonds of this County in the maximum principal amount of \$7,000 (the "*Bonds*") for the purpose of paying the property owners' portion, in anticipation of the levy and collection of special assessments, of the cost of constructing the Sackett #328 Ditch between certain termini by acquiring land, clearing obstructions, deepening, widening, reshaping, straightening, tiling, seeding and controlling erosion, together with all necessary and related appurtenances (the "*Improvement*"), all as provided for in the Resolution of Necessity.

Section 2. The Bonds shall be dated approximately June 1, 2007, shall bear interest at the now estimated rate of 6.00% per year, payable semiannually until the principal amount is paid, and are estimated to mature in eight (8) annual principal installments on December 1 of each year and in such amounts that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable shall be substantially equal. The first principal payment of the Bonds is estimated to be December 1, 2007.

Section 3. It is necessary to issue and this Board determines that notes in the maximum principal amount of \$7,000 (the "*Notes*") shall be issued in anticipation of the issuance of the Bonds to pay the costs of the Improvement and any financing costs. The aggregate principal amount of Notes to be issued (not to exceed the stated maximum amount) shall be determined by the County Administrator in the certificate awarding the Notes in accordance with Section 6 of this Resolution (the "*Certificate of Award*") as the amount necessary to pay the costs of the Improvement and any financing costs. The Notes shall be dated the date of issuance and shall mature one year after the date of issuance, provided that the County Administrator may, if it is determined to be necessary or

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advisable to the sale of the Notes, establish a maturity date that is up to fifteen days less than one year from the date of issuance by setting forth that maturity date in the Certificate of Award. The Notes shall bear interest at a rate or rates not to exceed 6.00% per year (computed on the basis of a 360-day year consisting of twelve 30-day months), payable at maturity and until the principal amount is paid or payment is provided for. The rate or rates of interest on the Notes shall be determined by the County Administrator in the Certificate of Award in accordance with Section 6 of this Resolution.

Section 4. The debt charges on the Notes shall be payable in lawful money of the United States of America or in Federal Reserve funds of the United States of America as determined by the County Administrator in the Certificate of Award, and shall be payable, without deduction for services of the County's paying agent, at the office of a bank or trust company designated by the County Administrator in the Certificate of Award after determining that the payment at that bank or trust company will not endanger the funds or securities of the County and that proper procedures and safeguards are available for that purpose (the "*Paying Agent*").

Section 5. The Notes shall be signed by at least two members of the Board of County Commissioners and by the County Auditor, in the name of the County and in their official capacities, provided that all but one of those signatures may be a facsimile. The Notes shall be issued in the denominations and numbers as requested by the original purchaser and approved by the County Auditor, provided the entire principal amount may be represented by a single note and may be issued as fully registered securities (for which the County Auditor will serve as note registrar) in accordance with Section 133.40 of the Revised Code and in book-entry or other uncertificated form in accordance with Section 9.96 and Chapter 133 of the Revised Code if it is determined by the County Administrator that issuance of fully registered securities in that form will facilitate the sale and delivery of the Notes. The Notes shall not have coupons attached, shall be numbered as determined by the County Administrator and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Resolution. As used in this section and this Resolution:

"*Book entry form*" or "*book entry system*" means a form or system under which (i) the ownership of beneficial interests in the Notes and the principal of, and interest on, the Notes may be transferred only through a book entry, and (ii) a single physical Note certificate is issued by the County and payable only to a Depository or its nominee, with such Notes "*immobilized*" in the custody of the Depository or its agent for that purpose. The book entry maintained by others than the County is the record that identifies the owners of beneficial interests in the Notes and that principal and interest.

"*Depository*" means any securities depository that is a clearing agency under federal law operating and maintaining, with its Participants or otherwise, a book entry system to record ownership of beneficial interests in the Notes or the principal of, and interest on, the Notes and to effect transfers of the Notes, in book entry form, and includes and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

"*Participant*" means any participant contracting with a Depository under a book entry system and includes security brokers and dealers, banks and trust companies, and clearing corporations.

The Notes may be issued to a Depository for use in a book entry system and, if and as long as a book entry system is utilized, (i) the Notes may be issued in the form of a single Note made payable to the Depository or its nominee and immobilized in the custody of the Depository or its agent for that purpose; (ii) the beneficial owners in book entry form shall have no right to receive the Notes in the form of physical securities or certificates; (iii) ownership of beneficial interests in book entry form shall be shown by book entry on the system maintained and operated by the Depository and its Participants, and transfers of the ownership of beneficial interests shall be made only by book entry by the Depository and its Participants; and (iv) the Notes as such shall not be transferable or exchangeable, except for transfer to another Depository or to another nominee of a Depository, without further action by the County.

If any Depository determines not to continue to act as a Depository for the Notes for use in a book entry system, the County Auditor may attempt to establish a securities depository/book entry relationship with another qualified Depository. If the County Auditor does not or is unable to do so, the County Auditor, after making provision for notification of the beneficial owners by the then Depository and any other arrangements deemed necessary, shall permit withdrawal of the Notes from the Depository, and shall cause the Notes in bearer or payable form to be signed by the officers authorized to sign the Notes and delivered to the assigns of the Depository or its nominee, all at the cost and expense (including any costs of printing), if the event is not the result of County action or inaction, of those persons requesting such issuance.

The County Auditor is also hereby authorized and directed, to the extent necessary or required, to enter into any agreements determined necessary in connection with the book entry system for the Notes, after determining that the signing thereof will not endanger the funds or securities of the County.

Section 6. The Notes shall be sold at not less than par plus accrued interest (if any) at private sale by the County Administrator in accordance with law and the provisions of this Resolution. The County Administrator shall sign the Certificate of Award referred to in Section 3 fixing the interest rate or rates which the Notes shall bear and evidencing that sale to the original purchaser, cause the Notes to be prepared, and have the Notes signed and

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delivered, together with a true transcript of proceedings with reference to the issuance of the Notes if requested by the original purchaser, to the original purchaser upon payment of the purchase price. Any member of this Board, the County Auditor, the County Prosecuting Attorney, the County Administrator, the Clerk of this Board, and other County officials, as appropriate, are each authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Resolution. The County Administrator is authorized, if it is determined to be in the best interest of the County, to combine the issue of Notes with one or more other note issues of the County into a consolidated note issue pursuant to Section 133.30(B) of the Revised Code.

Section 7. The proceeds from the sale of the Notes, except any premium and accrued interest, shall be paid into the proper fund or funds and those proceeds are appropriated and shall be used for the purpose for which the Notes are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 8. The par value to be received from the sale of the Bonds or of any renewal notes and any excess funds resulting from the issuance of the Notes shall, to the extent necessary, be used to pay the debt charges on the Notes at maturity and are pledged for that purpose.

Section 9. During the year or years in which the Notes are outstanding, there shall be levied on all the taxable property in the County, in addition to all other taxes, the same tax that would have been levied if the Bonds had been issued without the prior issuance of the Notes. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner, and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Notes or the Bonds when and as the same fall due.

All special assessments collected for the Improvement and any unexpended balance remaining in the improvement fund after the cost and expenses of the Improvement have been paid shall be used for the payment of the debt charges on the Notes and Bonds until paid in full. In each year to the extent the income from the levy of the special assessments for the Improvement is available for the payment of the debt charges on the Notes and Bonds and is appropriated for that purpose, the amount of the tax shall be reduced by the amount of the income so available and appropriated. Nothing in this paragraph in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the County to the prompt payment of the debt charges on the Notes and Bonds.

Section 10. The County covenants that it will use, and will restrict the use and investment of, the proceeds of the Notes in such manner and to such extent as may be necessary so that (a) the Notes will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Internal Revenue Code of 1986, as amended (the "Code") or (ii) be treated other than as bonds to which Section 103(a) of the Code applies, and (b) the interest on the Notes will not be treated as an item of tax preference under Section 57 of the Code.

The County further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Notes to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Notes to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The County Auditor, as the fiscal officer, or any other officer of the County having responsibility for issuance of the Notes is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the County with respect to the Notes as the County is permitted to or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in Section 148(f)(4)(C) of the Code or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Notes or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the County, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Notes, and (c) to give one or more appropriate certificates of the County, for inclusion in the transcript of proceedings for the Notes, setting forth the reasonable expectations of the County regarding the amount and use of all the proceeds of the Notes, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Notes.

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Section 11. The Clerk of this Board is directed to promptly deliver a certified copy of this Resolution to the County Auditor of Delaware County, Ohio.

Section 12. This Board determines that all acts and conditions necessary to be done or performed by the County or to have been met precedent to and in the issuing of the Notes in order to make them legal, valid and binding general obligations of the County have been performed and have been met, or will at the time of delivery of the Notes have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 9) of the County are pledged for the timely payment of the debt charges on the Notes; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Notes.

Section 13. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 14. This Resolution shall be in full force and effect immediately upon its adoption.

Upon roll call on the adoption of the Resolution, the vote was as follows:

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

**RESOLUTION NO. 06-699**

**IN THE MATTER OF APPROVING VOUCHER TO JOANN FABRICS FOR \$248.76:**

It was moved by Mr. Ward, seconded by Mr. Evans to approve payment Voucher to Joann Fabrics in the amount of \$248.76.

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

**RECESS MEETING TILL 11:15AM**

**Commissioner Jordan is now absent from the meeting**

**RESOLUTION NO. 06-700**

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

It was moved by Mr. Ward, seconded by Mr. Evans to adjourn into Executive Session at 11:22AM.

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

**RESOLUTION NO. 06-701**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. Ward, seconded by Mr. Evans to adjourn out of Executive Session at 11:50AM.

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

**RESOLUTION NO. 06-702**

**IN THE MATTER OF APPROVING FINAL PAYMENT OF CONTRACT PRICE TO JG CONTRACTING IN THE AMOUNT OF \$85,214.00 CONTINGENT UPON THE TERMS OF JG CONTRACTING'S LETTER DATED MAY 26, 2006:**

It was moved by Mr. Ward, seconded by Mr. Evans to approve final payment of contract price to JG Contracting in the amount of \$85,214.00 contingent upon the terms of JG Contracting's letter dated May 26, 2006.

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

There being no further business the meeting adjourned.

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Glenn A. Evans

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Kristopher W. Jordan

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James D. Ward

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Letha George, Clerk to the Commissioners