

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 5, 2007

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

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

1:00 PM Prosecutor Session

RESOLUTION NO. 07-250

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 PENDING LITIGATION:

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn into Executive Session at 1:15 PM.

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

RESOLUTION NO. 07-251

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn out of Executive Session at 2:07 PM.

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

PUBLIC COMMENT

RESOLUTION NO. 07-252

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 1, 2007 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held March 1, 2007 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 07-253

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR032 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR032 :

It was moved by Mr. Ward, seconded by Mr. Jordan to approve payment of warrants in batch numbers CMAPR032 , memo transfers in batch numbers MTAPR032 and Purchase Orders and Vouchers as listed below:

Purchase Orders			
Vendor	Description	Account Number	Amount
Kinzua Environmental Inc.	Degreaser Lift Sta./Alum Creek	65211919-5290	\$ 5,000.00
Kinzua Environmental Inc.	Degreaser Lift Sta/OECC	65211905-5290	\$ 5,000.00
AEP	Electric Serv. Medics 1,2,3 & 9	10011303-5338	\$ 12,500.00
Dreier & Maller Inc.	Repair of Jet Vac	65211905-5328	\$ 11,450.00
Dreier & Maller Inc.	Repair of Jet Vac Truck	65211919-5328	\$ 11,450.00
Increases			
Pomegranate		22511607-5342	\$ 30,000.00
Pomegranate		22511608-5342	\$ 30,000.00
Vouchers			
Ameritas Group Dental	Feb Premiums for Mar Bill	75010903-5370	\$ 20,048.64
Capital fire Protection Co.	Kitchen Hood/Fire Suppression	40111402-5410	\$ 7,440.00
Otis Elevator Co.	Juv Ct. Contract/Mar 07-Feb 08	10011105-5325	\$ 6,372.43
Michael Griffith	Flooring/Court St.	40111402-5410	\$ 6,425.20
Prudential Group Life &	Feb LTD Insurance Premiums	60111901-5370	\$ 7,792.15

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Disability						
GovConnection Inc.	Portable Printers W/Protective Cas	10011301-5250	\$	6,387.04		
GovConnection Inc.	Printer Paper	10011301-5201	\$	275.00		
BP Products N. America Inc.	Gasoline	10011106-5228	\$	6,094.51		
AEP	Service	65211919-5338	\$	11,245.58		
Mathews Kennedy Ford	Ford Van	40111402-5450	\$	20,847.80		
Allmand Brothers Inc.	Emergency Light Tower	21511320-5250	\$	540.00		
Allmand Brothers Inc.	Emergency Light Tower	21511320-5250	\$	410.00		
Allmand Brothers Inc.	Emergency Light Tower	21511320-5450	\$	19,998.00		
Finley Fire Equipment	First Response Building Collapse					
	Equipment	21511320-5250	\$	19,755.80		
Finley Fire Equipment	First Response Building Collapse					
	Equipment	21511320-5260	\$	1,033.20		
Finley Fire Equipment	First Response Building Collapse					
	Equipment	21511320-5450	\$	22,761.00		
Vote on Motion:	Mr. Jordan	Aye	Mr. Evans	Absent	Mr. Ward	Aye

RESOLUTION NO. 07-254

IN THE MATTER OF PROCLAIMING MARCH 4 THROUGH MARCH 10, 2007 NATIONAL WEIGHTS AND MEASURES WEEK:

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

Whereas, on March 2, 1799, the first Weight and Measures Law in the United States was enacted, and during the week of March 4 through March 10, 2007, this anniversary will be celebrated.

Whereas, “Weights and Measures is the Foundation of Commerce in a Global Economy ” and

Whereas, Weights and Measures is the oldest consumer protection service known today, and this service protects the consumer as well as the business operator by insuring that all measuring devices are inspected and certified to be accurate.

Therefore, Be It Resolved: That the Board of County Commissioners of Delaware County hereby officially declares March 4 through March 12, 2007, National Weights and Measures Week in Delaware County.

Be it Further Resolved: That the Clerk of the Board of commissioners shall cause this Resolution to be spread upon the Board’s Official Journal.

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

RESOLUTION NO. 07-255

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Prosecutor’s Office is requesting that Tabitha Bonifas attend a Regional Violence Conference at the Nia Center Kalahari Resort in Sandusky, Ohio on March 8-9, 2007, at the cost of \$110.00.

Environmental Services is requesting that Chad Antle attend a Sludge Happens: Biosolids Processing in 21 at Malcolm Pirnie in Columbus, Ohio on March 14, 2007, at the cost of \$25.00.

Code Compliance is requesting that Bill Johnson and Ed Spires attend an Ohio Building Code Academy in Columbus, Ohio on April 16-20, 2007, at no cost.

Code Compliance is requesting that Gary Defourny attend a Free Training Class at the Ohio Center for Occupational Safety on May 22, 2007, with a \$20.00 parking fee.

Code Compliance is requesting that Ike Callison, Joe Evans and Tim Stitt attend a Fire Suppression Seminar in Reynoldsburg, Ohio on September 10-11, 2007, at the cost of \$135.00.

The Engineer’s Office is requesting that Cathleen Paulus attend a Trenching & Excavation Course in Columbus, Ohio on March 6-8, 2007, at no cost.

The EMS Department is requesting that Joseph Farmer attend an Incident Command in Anniston, Alabama on April 29 through May 3, 2007, at no cost.

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The Department of Jobs and Family Services is requesting that Mona Reilly attend an ODJFS Directors Meeting at Surface Road in Columbus, Ohio on March 12, 2007, at no cost.

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

RESOLUTION NO. 07-256

IN THE MATTER OF APPROVING TUITION ASSISTANCE REQUEST:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the Tuition Assistance requests as follows:

Daniel James Boone, Sr 2 Classs \$1350.00

Delaware County will reimburse an employee up to 90% for actual course tuition and required lab fee costs and 50% of the required book costs, not to exceed \$2,500 in total reimbursable expenses annually (review Section 4.0 for specific items). The employee shall provide proof of full payment before reimbursement is processed.

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

RESOLUTION NO. 07-257

IN THE MATTER OF APPROVING AMENDMENTS TO CHILD CARE SERVICES CONTRACTS AS FOLLOWS:

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

CHILD CARE UNLIMITED - GALENA

This amendment, effective February 16, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Child Care Unlimited-Galena, entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

Basic Rates Please change the following rates:

	Full Time	Part time	Hourly
Before & After	\$55.00	\$55.00	\$5.39

Additions or adjustments to Basic Rates: Please add the following line:

Non school day fee: \$30 a day up to \$102.38

CHILD CARE UNLIMITED – SUNBURY

This amendment, effective February 16, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Child Care Unlimited-Sunbury, entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

Basic Rates Please change the following rates:

	Full Time	Part time	Hourly
Before & After	\$55.00	\$55.00	\$5.39

Additions or adjustments to Basic Rates: Please add the following line:

Non school day fee: \$30 a day up to \$102.38

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

RESOLUTION NO 07-258

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES CONTRACT AMENDMENT WITH MORABETO MIND LEGACY:

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

This amendment, effective November 15, 2006, is to amend the Contract between the Delaware County Department of Job and Family Services and Morabeto Mind Legacy entered into on the 1st day of September, 2006.

Article 2. Term: Changes the ending date from December 31, 2006 to March 8, 2007.

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

RESOLUTION NO. 07-259

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Kathy Butler has accepted the position of Social Services Supervisor with the Department of Job and Family Services starting March 12, 2007

April Wehrle has accepted the position of SSW II with the Department of Job and Family Services starting March 19, 2007

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

RESOLUTION NO. 07-260

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS AT WEDGEWOOD PROFESSIONAL VILLAGE PHASE 1:

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

Wedgewood Professional Village Phase 1 886 feet of 8 inch sewer 3 manholes

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

RESOLUTION NO. 07-261

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR ORANGE CENTER DEVELOPMENT:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve sanitary sewer plan for Orange Center Development for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 07-262

IN THE MATTER OF APPROVING A SETTLEMENT AGREEMENT AND MUTUAL RELEASE OF ALL CLAIMS BETWEEN THE DELAWARE COUNTY COMMISSIONERS, TRUCCO CONSTRUCTION CO AND LARRY AND REBECCA WALLACE:

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

This Settlement Agreement and Mutual Release of All Claims (“Agreement”) is entered into this 5th day of March, 2007, by and between the Board of Commissioners of Delaware County, Ohio (“Delaware County”), Trucco Construction, Co., Inc. (“Trucco”), and Larry Wallace and Rebecca Wallace (collectively referred to as “The Wallaces”). The parties to this Agreement, Delaware County, Trucco, and The Wallaces shall collectively be referred to as “The Parties”.

WHEREAS, Delaware County and Trucco desire to obtain a temporary construction easement on The Wallaces’ property for purposes of constructing a sanitary sewer improvement;

WHEREAS, certain disputes have arisen between The Parties concerning the temporary construction easement and adjacent land of The Wallaces;

WHEREAS, Delaware County has filed a Civil Complaint for Appropriation for the temporary easement in the Court of Common Pleas of Delaware County, styled: Board of Commissioners, Delaware County, Ohio vs. Larry Wallace, et al., case number 06-CVH-07-677.

WHEREAS, Delaware County and The Wallaces have extended the date for The Wallaces to file their answers, counterclaim, and third-party complaint against Trucco in the above-styled case;

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WHEREAS, The Parties, in good faith and the interest of full and final compromise, settlement and satisfaction of all claims between them, desire to resolve the settle their differences as follows:

NOW, THEREFORE, in consideration of the exchange of valuable consideration and upon the mutual promises, covenants and commitments set forth below, the parties hereby agree as follows:

1. Dismissal of Complaint. Delaware County shall prepare and file with the Delaware County Court of Common Pleas a dismissal of all claims in the pending lawsuit, with prejudice and shall pay the related court costs. Further, The Parties agree to forever refrain from filing or otherwise initiating any legal action against the others over matters released or waived as set forth in this Agreement, whether or not arising from the same or similar facts giving rise to the aforementioned lawsuit.
2. Trucco shall provide all labor, materials and permits or other authority necessary to connect The Wallace residence to the public sewer, including, disconnecting, closing, pumpout, removal of old components as may be required of the existing septic system on The Wallace residence, grading the land to its original grade, provide grass seed or other vegetation similar to its original condition, and any other act necessary to connect and make operational the connection of The Wallace residence to the public sewer. Trucco hereby provides a one-year warranty against defects in workmanship and materials supplied to connect The Wallace residence to the public sewer. Trucco agrees to provide any labor and materials without charge necessary for repairs for one year following the first day of operation of the connection of The Wallace residence to public sewer. Delaware County bears no responsibility for Trucco's labor or materials furnished to connect The Wallace residence to the public sewer. The Wallaces agree to indemnify, defend and hold Delaware County harmless for any labor or materials supplied by Trucco as set forth herein.
3. On completion of connection to the public sewer tap and its operation, The Wallaces shall pay the sewer tap fee to Delaware County in an amount not to exceed \$10,000.00.
4. Delaware County shall pay for the cost of lodging at the Residence Inn in Worthington, Ohio, that The Wallaces have incurred since September 4, 2006, and continuing through the duration of the construction in the sewer easement near The Wallace residence, except any time where all work has been suspended, on 24-hour notice to The Wallaces. More specifically, Delaware County shall continue to pay for The Wallaces lodging at the Residence Inn so long as there are any generators and/or heavy equipment in operation on the lot south of The Wallace property or the land directly across the river from The Wallace property.
5. Delaware County shall pay The Wallaces \$1,000.00 as and for the value of the proposed temporary easement, which amount has been previously deposited with the Court of Common Pleas in Delaware County.
6. The Wallaces shall execute the easement, attached as Exhibit "A" to this Agreement, and return it to Chad Antel, prior to withdrawing the \$1,000.00 described in paragraph 5 above.
7. The Board of Commissioners shall conduct a session, during which it shall authorize and approve this Mutual Release and Settlement Agreement.
8. Release, Waiver and Covenant Not to Sue. In consideration of Delaware County dismissing, with prejudice, the above-referenced lawsuit and The Parties refraining and waiving any claims related thereto, the adequacy of which consideration is hereby expressly acknowledged, The Parties hereby RELEASE, WAIVE AND FOREVER DISCHARGE the others of and from any and every action, cause of action, complaint, claim, demand, administrative charge, legal right, compensation, obligation, damages (including exemplary or punitive damages), benefits, liability, costs and/or expenses (including attorneys' fees), that they have or may be entitled to against the other parties to this Agreement, whether legal, equitable or administrative, whether known or unknown, which arise directly or indirectly out of or are related in any way to the dealing between The Parties and/or which are supported by any other reason, act or omission, specified or unspecified, occurring or arising prior to the date of this Agreement. The Parties intend this Release, Waiver and Covenant Not to Sue to cover any and all such purported claims, benefits and rights, whether arising under common law, in tort, under any contract (express or implied), and/or by any action or omission of any of its officers, agents, employees or director or former officers, agents, employees or directors and/or whether arising under any local, state or federal law, statute, ordinance, regulation or order.
9. Claims for Attorneys' Fees and Costs. The Parties agree that neither this Agreement nor any action taken hereunder shall be interpreted or construed to render them a prevailing party for any reason, including, but not limited to an award of attorneys' fees or costs, and that no monies shall be payable to any party or their attorneys for attorneys' fees, costs or for any other reason. Each party agrees to bear their own attorneys' fees, costs and expenses.
10. No Admission of Liability. The Parties agree that this Agreement is entered into solely because of a desire on the part of all concerned to amicably resolve all disputes between them and to avoid further litigation and nothing contained herein, and no actions undertaken by any party with respect to this Agreement shall ever be treated as, or claimed construed to be, an admission by that party of any fault, wrongdoing, liability, injury or damages.
11. Breach of Agreement. The Parties agree and acknowledge that the release, waiver and covenant not to sue set forth in paragraph 8 and referred to in paragraph 1 shall not apply to the enforcement of this Agreement. Rather, this Agreement may be used as evidence in any subsequent proceeding in which any party alleges a breach of this Agreement or asserts claims inconsistent with its terms. In the event any party pursues legal action to enforce this Agreement, the losing party in such action shall pay the prevailing party's attorneys' fees and costs incurred in such action.
12. Entire Agreement. The Parties, and each of them, agree and acknowledge that this Agreement contains and comprises the entire agreement and understanding between The Parties, that no other representation, promise, covenant or agreement of any kind whatsoever has been made to cause any party to execute this Agreement, and that all agreements and understandings between The Parties are embodied and expressed herein.

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expressed herein. The Parties further agree that the terms of this Agreement are contractual and not a mere recital, and The Parties intend this Agreement to be a substituted contract, not an executor accord. The Parties also agree that the terms of this Agreement shall not be amended or changed except in writing and signed by all parties to this Agreement.

13. Authority. The Parties represent and warrant that they have full and complete authority to make, sign, execute and deliver this Agreement.

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

RESOLUTION NO. 07-263

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR
GLIMCHER COMPANY-ORANGE CENTER DEVELOPMENT:

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

THIS AGREEMENT executed on this 5TH day of March 2007, by and between THE GLIMCHER COMPANY SUBDIVIDER, as evidenced by the ORANGE CENTRE DEVELOPMENT 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 (\$114,712.20) 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 \$13,500.00, 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

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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 Absent Mr. Ward Aye

RESOLUTION NO. 07-264

IN THE MATTER OF APPROVING THE CONTRACT WITH MECHWART, HAMBLETON & TILTON, INC FOR INSPECTION SERVICES

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

SEALED BIDS for INSPECTION SERVICES were received by the County of Delaware, Ohio at the Office of the Board of County Commissioners at 10:00 o'clock AM local time December 15, 2006.

Five (5) bids were received. The lowest bid received was from Evans, Mechwart, Hambleton & Tilton, Inc. for \$32.75 per hour.

The Inspection Services Contract for 2007 & 2008 was awarded to Evans, Mechwart, Hambleton & Tilton, Inc. for \$32.75 per hour in Resolution 07-46.

The Inspection Services Contract has been signed by the necessary parties.

THEREFORE BE IT RESOLVED that the Inspection Services Contract for 2007 & 2008 with Evans, Mechwart, Hambleton & Tilton, Inc. be approved by the Board of County Commissioners.

(A Copy of contract is available in the Commissioners' Office until no longer of Administrative Value).

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

RESOLUTION NO. 07-265

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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It was moved by Mr. Ward, seconded by Mr. Jordan to approve the following:
Michael David Leavitt has accepted the position as Waste Water Operator with Environmental Services starting March 15, 2007

Matt Ice is being placed on Temporary Assignment as Operations Supervisor at the Alum Creek Plant.

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

RESOLUTION NO 07-266

IN THE MATTER OF APPROVING AN ADDENDUM TO THE COMMUNITY BASED CORRECTIONS PROGRAMS 407 SUBSIDY GRANT AGREEMENT:

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

This Addendum is between the State of Ohio, Department of Rehabilitation and Correction, and **Delaware County**. It modifies the Community-Based Corrections Program 407 subsidy grant agreement in the amount of **\$126,606** executed by the parties on the date of June 9, 2006.

The grant award shall be **increased** by **\$5,150** from **\$126,606** to **\$131,756** effective on the date approved by the Director of the Ohio Department of Rehabilitation and Correction. Total expenditures for Fiscal Year 2007 (July 1, 2006 to June 30, 2007) will not in any case exceed **\$131,756**.

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

RESOLUTION NO. 07-267

IN THE MATTER OF AUTHORIZING THE DELAWARE COUNTY BOARD OF COMMISSIONERS TO JOIN, AS A PLAINTIFF, IN A SUIT TO ESTABLISH THE DIMENSIONS OF THE RIGHT OF WAY OF FRY ROAD

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

WHEREAS, pursuant to section 305.12 of the Revised Code, the Delaware County Board of Commissioners (“the Board”) may sue or be sued, and plead and be impleaded, in any court; and

WHEREAS, the Board is the owner of two parcels of land, comprising approximately 0.514 acres, which have been dedicated as right-of-way for public roads and other appropriate uses in Scioto Township, Delaware County, Ohio; and

WHEREAS, there is a dispute as to the actual dimensions of the right of way of Fry Road in Scioto Township, Delaware County, Ohio; and

WHEREAS, being a party in interest to the dispute, the Board is a necessary party in the suit filed to determine and establish the dimensions of the right of way of Fry Road; and

WHEREAS, the Board determines it is in the best interest of the County to join the suit, Delaware County Court of Common Pleas Case Number 06-CV-H-10-0991, as a Plaintiff;

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

Section 1. The Board desires and approves being named as a Plaintiff in the suit to determine and establish the right of way of Fry Road, Delaware County Court of Common Pleas Case Number 06-CV-H-10-0991.

Section 2. The Board hereby requests the Office of the Delaware County Prosecuting Attorney, as the Board’s statutory counsel, take the necessary steps to initiate and maintain the suit.

Section 3. The authorization made in this Resolution shall be retroactive to October 11, 2006.

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

RESOLUTION NO. 07-268

IN THE MATTER OF APPOINTING WALTER DAVIS III AS THE DELAWARE BOARD OF COUNTY COMMISSIONERS’ REPRESENTATIVE TO THE DELAWARE COUNTY TRANSIT BOARD

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It was moved by Mr. Ward, seconded by Mr. Jordan 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 is responsible to appoint a chairman to the Delaware County Transit Board, and

Whereas, the Board of Commissioners of Delaware County shall appoint individuals to the Delaware County Transit Board

Therefore, be it resolved that the Board of Commissioners, County of Delaware, State of Ohio,

Appoint Walter Davis III to the Delaware County Transit Board effective March 5, 2007 for a three-year term commencing March 1, 2007 and ending February 28, 2010.

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

RESOLUTION NO. 07-269

IN THE MATTER OF AUTHORIZING THE ISSUANCE OF REVENUE BONDS FROM TIME TO TIME FOR THE PURPOSE OF PAYING THE COSTS OF IMPROVING THE COUNTY'S SANITARY SEWER COLLECTION AND TREATMENT SYSTEM OR REFUNDING DEBT ISSUED BY THE COUNTY FOR THAT PURPOSE AND AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER TRUST AGREEMENT PROVIDING FOR THE RIGHTS OF THE HOLDERS OF THE BONDS AND PLEDGING CERTAIN REVENUES AND FUNDS TO SECURE THOSE BONDS.

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

WHEREAS, pursuant to the provisions of Chapter 6117 of the Ohio Revised Code, the County now owns and operates, as a public utility, a sanitary sewer collection and treatment system (the "*Utility*") the services of which are supplied to users within the County; and

WHEREAS, pursuant to Chapter 133 of the Ohio Revised Code the County is authorized to: (a) issue its revenue bonds (the "*Bonds*") for the purpose of paying the costs of improving the Utility and for the purpose of paying the costs of refunding debt issued to pay the costs of improving the Utility, (b) refund any or all of the Bonds, (c) enter into a master trust agreement and supplemental trust agreements to secure the Bonds, and (d) provide for the pledge or assignment of revenues sufficient to pay the principal of and interest and any redemption premium on the Bonds;

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

Section 1. Determinations, Findings and Covenants by Board.

(a) This Board finds and determines that it is necessary and in the best interest of the County to issue Bonds from time to time to provide moneys (i) for the purpose of paying the costs of improving the Utility and for the purpose of paying the costs of refunding debt issued to pay the costs of improving the Utility, (ii) to refund any or all of the Bonds, (iii) to fund a bond reserve fund, and (iv) to pay the costs of issuance of the Bonds.

(b) This Board hereby finds and determines that, pursuant to the Constitution and laws of the State, the County as necessary shall have the right to issue Bonds pursuant to the terms and conditions of the Master Trust Agreement (the "*Master Trust Agreement*") dated as of the date of delivery of the first series of Bonds and by and between the County and the Trustee (as defined in Section 2), which provides that each series of Bonds shall be authorized by a resolution of this Board.

(c) This Board hereby covenants that the County will observe and perform all of its agreements and obligations provided for by the Bonds, the Master Trust Agreement and this Resolution.

Section 2. Trustee; Security for the Bonds; Master Trust Agreement. U.S. Bank, National Association is hereby appointed to act as the trustee (the "*Trustee*") under the Master Trust Agreement.

The Bonds shall be special obligations of the County. To the extent provided in and except as otherwise permitted by the Master Trust Agreement, the Bond Service Charges (as defined in the Master Trust Agreement) shall be payable equally and ratably solely from the Net Revenues and the Pledged Funds (each as defined in the Master Trust Agreement), and the payment of Bond Service Charges on the Bonds shall be secured (a) by the Master Trust Agreement and (b) by a pledge and assignment of and a lien on the Net Revenues and the Pledged Funds. However, any pledge or assignment of or lien on any fund, account, receivables, revenues, money or other intangible property not in the custody of the Trustee shall be valid and enforceable only to the extent permitted by law.

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The County covenants that it will promptly pay from such sources the Bond Service Charges on every Bond issued under the Master Trust Agreement at the places, on the dates and in the manner provided in the applicable resolution authorizing each series of Bonds, the applicable supplemental trust agreement relating to each series of Bonds, the Master Trust Agreement and the Bonds, according to the true intent and meaning thereof.

Nothing in this Resolution, the Bonds or the Master Trust Agreement shall constitute a general obligation debt or tax-supported bonded indebtedness of the County; the general resources of the County shall not be required to be used, and neither the general credit nor taxing power or full faith and credit of the County are or shall be pledged, for the performance of any duty under this Resolution, the Master Trust Agreement or the Bonds. Nothing in this Resolution gives the holders of Bonds, and they do not have, the right to have excises or taxes levied by the County for the payment of Bond Service Charges or Operating Expenses (as defined in the Master Trust Agreement), but the Bonds are payable solely from the Net Revenues and the Pledged Funds, as provided in this Resolution and the Master Trust Agreement, and each Bond shall contain a statement to that effect; provided, however, that nothing shall be deemed to prohibit the County, of its own volition, from using to the extent it is lawfully authorized to do so, any other resources or revenues for the fulfillment of any of the terms, conditions or obligations of the Master Trust Agreement, this Resolution or the Bonds.

In the name and on behalf of the County, the Master Trust Agreement shall be signed by at least two members of the Board of County Commissioners of the County and the County Auditor in substantially the form now on file with the Clerk of this Board. The Master Trust Agreement is approved, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the County and that are approved by those officers on behalf of the County, all of which shall be conclusively evidenced by the signing of the Master Trust Agreement or any amendments thereto.

Section 3. Creation of Funds. The Construction Fund, the Sewer Revenue Fund, the Bond Service Fund, the Bond Reserve Fund, the Replacement and Improvement Fund, the Utility Reserve Fund and the Rebate Fund, each as defined and described in the Master Trust Agreement, are hereby created as of the date of the Master Trust Agreement and moneys in those Funds shall be applied as provided in the Master Trust Agreement. The County Auditor is hereby authorized to maintain, or permit the maintenance of, such separate accounts in any of those Funds, and such separate subaccounts in any account, as is determined to be in the best interest of the County.

Section 4. Further Authorization. The County Commissioners, or any of them, the County Auditor, the County Prosecutor, the County Treasurer, the County Administrator, the Clerk and other County officials, as appropriate, are each hereby authorized to execute any agreements, certifications, financing statements, documents or other instruments, and to take such other actions which are necessary or appropriate in the judgment of such officers to consummate the transactions contemplated herein and the Master Trust Agreement, or to protect the rights and interests of the County, the Trustee or the holders of Bonds.

Section 5. Compliance with Open Meeting Law. 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 6. Effective Date. 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 Absent Mr. Ward Aye

RESOLUTION NO. 07-270

IN THE MATTER OF AUTHORIZING THE ISSUANCE OF SEWER SYSTEM REFUNDING REVENUE BONDS, SERIES 2007, UNDER CHAPTER 133 OF THE OHIO REVISED CODE IN THE MAXIMUM PRINCIPAL AMOUNT OF \$41,500,000 FOR THE PURPOSE OF PAYING THE COSTS OF REFUNDING CERTAIN BONDS HERETOFORE ISSUED BY THE COUNTY FOR THE PURPOSE OF IMPROVING THE COUNTY’S SANITARY SEWER TREATMENT AND COLLECTION SYSTEM; AUTHORIZING VARIOUS RELATED DOCUMENTS AND INSTRUMENTS, INCLUDING A FIRST SUPPLEMENTAL TRUST AGREEMENT, A BOND PURCHASE AGREEMENT, AN ESCROW AGREEMENT, AN OFFICIAL STATEMENT AND A CONTINUING DISCLOSURE CERTIFICATE.

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

WHEREAS, pursuant to the provisions of Chapter 6117 of the Ohio Revised Code, the County now owns and operates, as a public utility, a sanitary sewer collection and treatment system (the “Utility”) the services of which are supplied to users within the County; and

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WHEREAS, this Board has previously determined that improvements to the Utility are necessary for it to be adequate to meet the needs of the County, its inhabitants and other users, and this Board caused to be prepared by consulting engineers suitable reports, plans, specifications and estimates of cost sufficient to determine the nature, character and cost of improving the Utility; and

WHEREAS, based upon those reports, this Board previously determined it to be necessary and took certain steps to improve the Utility; and

WHEREAS, pursuant to Resolution No. 99-183 adopted on March 3, 1999 (the “*Series 1999 Bond Resolution*”), the County issued its Sewer District Improvement Bonds, Series 1999 for the purpose of paying the costs of improving the County’s sanitary sewer system which bonds mature on December 1 in the years 2007 through 2018 and 2024 (the “*Outstanding Series 1999 Bonds*”); and

WHEREAS, this Board previously determined, pursuant to Resolution No. 269 adopted on March 5, 2007 (the “*General Bond Resolution*”) that it is necessary and in the best interest of the County to issue revenue bonds from time to time to provide moneys (i) for the purpose of paying the costs of improving the Utility and for the purpose of paying the costs of refunding debt issued to pay the costs of improving the Utility, (ii) to refund any or all of the revenue bonds, (iii) to fund a bond reserve fund, and (iv) to pay the costs of issuance of the revenue bonds; and

WHEREAS, this Board finds and determines that it is necessary and in the best interest of the County to issue Sewer System Refunding Revenue Bonds, Series 2007 to provide moneys to (i) refund at a lower rate of interest the Outstanding Series 1999 Bonds maturing on December 1 in the years 2010 through 2018 and 2024, (ii) fund a bond reserve fund for the Series 2007 Bonds, and (iii) pay costs of issuance of the Series 2007 Bonds;

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

Section 1. Definitions and Interpretation. In addition to the words and terms elsewhere defined in this Resolution, unless the context or use clearly indicates another or different meaning or intent:

“*Act*” means Chapter 133 of the Ohio Revised Code.

“*Annual Information*” means annual financial information and operating data of the type to be specified in the Continuing Disclosure Certificate in accordance with the Rule.

“*Authorized Denominations*” means, with respect to the Series 2007 Bonds, the denomination of \$5,000 or any integral multiple thereof.

“*Bond Reserve Fund*” means the fund by that name established by the General Bond Resolution and applied as provided in the Trust Agreement.

“*Bond Reserve Requirement*” means the balance required by the Trust Agreement to be maintained in the Bond Reserve Fund for Series 2007 Bonds.

“*Bond Service Fund*” means the fund by that name established by the General Bond Resolution and applied as provided in the Trust Agreement.

“*Bonds*” means collectively, the Series 2007 Bonds, together with any additional bonds hereafter authorized by this Board and issued pursuant to the Trust Agreement.

“*Book entry form*” or “*book entry system*” means a form or system under which (a) the ownership of book entry interests in Series 2007 Bonds and the principal of and interest on the Series 2007 Bonds may be transferred only through a book entry, and (b) physical Series 2007 Bond certificates in fully registered form are issued by the County only to a Securities Depository or its nominee as registered owner, with the Series 2007 Bonds “immobilized” in the custody of the Securities Depository or its designated agent. The book entry maintained by others than the County is the record that identifies the owners of book entry interests in those Series 2007 Bonds and that principal and interest.

“*Certificate of Award*” means the certificate authorized by Section 6(a), to be executed by the County Administrator, setting forth and determining those terms or other matters pertaining to the Series 2007 Bonds and their issuance, sale and delivery as this Resolution requires or authorizes to be set forth or determined therein.

“*Clerk*” means the Clerk of the Board of County Commissioners of the County.

“*Closing Date*” means the date of physical delivery of, and payment of the purchase price for, the Series 2007 Bonds.

“*Code*” means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the

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as and to the extent applicable. Unless otherwise indicated, reference to a Section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that Section.

“*Construction Fund*” means the fund by that name established by the General Bond Resolution and applied as provided in the Trust Agreement.

“*Continuing Disclosure Certificate*” means the certificate authorized by Section 6(c), to be substantially in the form on file with the Clerk, and which, together with the agreements of the County set forth in that Section, shall constitute the continuing disclosure agreement (the “*Continuing Disclosure Agreement*”) made by the County for the benefit of holders and beneficial owners of the Series 2007 Bonds in accordance with the Rule.

“*County*” means the County of Delaware, Ohio.

“*County Administrator*” means the Administrator of the County.

“*County Auditor*” means the Auditor of the County.

“*Escrow Agreement*” means the Escrow Agreement between the County and the Escrow Trustee, as it may be modified from the form on file with the Clerk and executed by the County Administrator in accordance with Section 9.

“*Escrow Fund*” means the County of Delaware, Ohio – Series 2007 Refunding Escrow Fund created pursuant to the Escrow Agreement.

“*First Supplemental Trust Agreement*” means the First Supplemental Trust Agreement by and between the County and the Trustee, as it may be modified from the form on file with the Clerk and executed in accordance with Section 4.

“*Interest Payment Dates*” means June 1 and December 1 of each year that the Series 2007 Bonds are outstanding, commencing on the date specified in the Certificate of Award.

“*MSRB*” means the Municipal Securities Rulemaking Board established by the SEC.

“*NRMSIR*” means each nationally recognized municipal securities information repository designated from time to time by the SEC in accordance with the Rule.

“*Original Purchaser*” means Fifth Third Securities, Inc., in Columbus, Ohio.

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

“*Principal Payment Dates*” means December 1 in each of the years from and including 2007 to and including 2024, provided that the first Principal Payment Date may be deferred one year and the last Principal Payment Date may be advanced up to five years or deferred one year if such actions are determined by the County Administrator in the Certificate of Award to be in the best interest of and financially advantageous to the County.

“*Purchase Agreement*” means the Bond Purchase Agreement between the County and the Original Purchaser, as it may be modified from the form on file with the Clerk and executed by the County Administrator in accordance with Section 6.

“*Refunded Bonds*” means the portion of the Outstanding Series 1999 Bonds outstanding in the aggregate principal amount of \$36,595,000, and maturing on December 1 in the years 2010 through 2018 and 2024.

“*Register*” means the books kept and maintained by the bond registrar pursuant to the Trust Agreement for the registration, exchange and transfer of Bonds.

“*Regulations*” means Treasury Regulations issued pursuant to the Code or to the statutory predecessor of the Code.

“*Rule*” means Rule 15c2-12 prescribed by the SEC pursuant to the Securities Exchange Act of 1934.

“*SEC*” means the Securities and Exchange Commission.

“*Securities Depository*” or “*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 and effect transfers of book entry interests in bonds, and means initially The Depository Trust Company (a limited purpose trust company), New York, New York.

“*Serial Bonds*” means those Series 2007 Bonds designated as such and maturing on the dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and not subject to mandatory sinking fund

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fund redemption.

“*Series 2007 Bond proceedings*” means, collectively, the General Bond Resolution, this Resolution, the Trust Agreement (including the First Supplemental Trust Agreement), the Certificate of Award, the Continuing Disclosure Certificate and such other proceedings of the County, including the Series 2007 Bonds, that provide collectively for, among other things, the rights of holders and beneficial owners of the Series 2007 Bonds.

“*Series 2007 Bonds*” means the Sewer System Refunding Revenue Bonds, Series 2007 as authorized in Section 2.

“*SID*” means the state information depository, if any, with which filings are required to be made by the County in accordance with the Rule.

“*Specified Events*” means the occurrence of any of the following events, within the meaning of the Rule, with respect to the Series 2007 Bonds, as applicable: principal and interest payment delinquencies; non-payment related defaults; unscheduled draws on debt service reserves reflecting financial difficulties; unscheduled draws on credit enhancements reflecting financial difficulties; substitution of credit or liquidity providers, or their failure to perform; adverse tax opinions or events affecting the tax-exempt status of the Series 2007 Bonds; modifications to rights of holders or beneficial owners of the Series 2007 Bonds; Series 2007 Bond calls; defeasances; release, substitution, or sale of property securing repayment of the Series 2007 Bonds; and rating changes. The repayment of the Series 2007 Bonds is not secured by a lien on any property capable of release or sale or for which other property may be substituted.

“*Term Bonds*” means those Series 2007 Bonds designated as such and maturing on the date or dates set forth in the Certificate of Award, bearing interest payable on each Interest Payment Date and subject to mandatory sinking fund redemption.

“*Trust Agreement*” means the Master Trust Agreement by and between the County and the Trustee, as a supplemented from time to time, including by the First Supplemental Trust Agreement.

“*Trustee*” means U.S. Bank National Association, as trustee under the Trust Agreement, and any successor trustee pursuant to the Trust Agreement.

“*Utility*” means the sanitary sewer collection and treatment system which is owned and operated by the County.

The captions and headings in this Resolution are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Resolution unless otherwise indicated.

Section 2. Authorized Principal Amount and Purpose; Application of Proceeds. It is necessary and determined to be in the County’s best interest to issue bonds of this County in the maximum principal amount of \$41,500,000 (the “*Series 2007 Bonds*”) for the purpose of paying the costs of refunding certain bonds heretofore issued by the County for the purpose of improving the County’s sanitary sewer treatment and collection system. The aggregate principal amount of Series 2007 Bonds to be issued shall not exceed \$41,500,000 and shall be an amount determined by the County Administrator in the Certificate of Award to be the aggregate principal amount of Series 2007 Bonds that is required to be issued at this time for the purpose stated in this Section 2, taking into account the costs of refunding the Refunded Bonds, the amount required to fund the Bond Reserve Requirement, estimates of the financing costs and the interest rates on the Series 2007 Bonds. The Series 2007 Bonds shall be issued pursuant to the Act and this Resolution.

The proceeds of sale of the Series 2007 Bonds shall be allocated and deposited as follows and in the following order:

- (a) To the Bond Service Fund, any accrued interest paid by the Original Purchaser;
- (b) To the provider of a policy for bond insurance, if any, the amount necessary to pay the premium for a bond insurance policy on the Series 2007 Bonds;
- (c) To the Escrow Fund, in addition to other available monies of the County, an amount necessary to refund the Refunded Bonds;
- (d) To the Bond Reserve Fund, any amount necessary to fully fund the Bond Reserve Requirement for the Series 2007 Bonds which is not otherwise funded from other available County monies; and
- (e) The balance, to the Construction Fund to be applied to pay costs of issuance of the Series 2007 Bonds.

The proceeds of the sale of the Series 2007 Bonds are appropriated and shall be used for the purpose for which those Series 2007 Bonds are issued as provided in this Resolution and the Trust Agreement.

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Section 3. Denominations; Dating; Principal and Interest Payment and Redemption Provisions. The Series 2007 Bonds shall be issued in one lot and only as fully registered bonds, in the Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The Series 2007 Bonds shall be dated as of the date determined by the County Administrator in the Certificate of Award, provided that the dated date shall not be more than thirty (30) days prior to the Closing Date.

(a) Interest Rates and Payment Dates. The Series 2007 Bonds shall bear the rate or rates of interest per year (computed on a 360-day per year basis consisting of twelve 30-day months), as shall be determined by the County Administrator, subject to subsection (c) of this Section, in the Certificate of Award. Interest on the Series 2007 Bonds shall be payable at such rate or rates on the Interest Payment Dates until the principal amount has been paid or provided for. The Series 2007 Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

(b) Principal Payment Schedule. The Series 2007 Bonds shall mature or be payable pursuant to Mandatory Sinking Fund Requirements (as defined and described in the Trust Agreement and hereinafter) on the Principal Payment Dates in principal amounts as shall be determined by the County Administrator, subject to subsection (c) of this Section, in the Certificate of Award, provided that such determination shall be in the best interest of and financially advantageous to the County.

Consistent with the foregoing, the County Administrator shall specify in the Certificate of Award (i) the aggregate principal amount of Series 2007 Bonds to be issued as Serial Bonds, the Principal Payment Dates on which those Series 2007 Bonds shall be stated to mature and the principal amount thereof that shall be stated to mature on each such Principal Payment Date and (ii) the aggregate principal amount of Series 2007 Bonds to be issued as Term Bonds, the Principal Payment Date or Dates on which those Series 2007 Bonds shall be stated to mature, the principal amount thereof that shall be stated to mature on each such Principal Payment Date, the Principal Payment Date or Dates on which Term Bonds shall be subject to mandatory sinking fund redemption (each a "*Mandatory Redemption Date*") and the principal amount thereof that shall be payable pursuant to Mandatory Sinking Fund Redemption Requirements on each Mandatory Redemption Date.

(c) Conditions for Establishment of Interest Rates. The net interest rate per year for the Series 2007 Bonds determined by taking into account the respective principal amounts of the Series 2007 Bonds and terms to maturity or mandatory sinking fund redemption of those principal amounts of Series 2007 Bonds shall not exceed 7.00% per year.

(d) Payment of Debt Charges. The debt charges on the Series 2007 Bonds shall be payable in accordance with the provisions of the Trust Agreement.

(e) Redemption Provisions. The Series 2007 Bonds shall be subject to redemption prior to stated maturity as follows:

(i) Mandatory Sinking Fund Redemption. If any of the Series 2007 Bonds are issued as Term Bonds, the Term Bonds shall be subject to mandatory redemption and be redeemed pursuant to mandatory sinking fund requirements on the applicable Mandatory Redemption Dates and in the principal amounts payable on those Dates, for which provision is made in the Certificate of Award (such Dates and amounts, the "*Mandatory Sinking Fund Redemption Requirements*") and the Trust Agreement.

(ii) Optional Redemption. The Series 2007 Bonds of the maturities specified in the Certificate of Award shall be subject to redemption in accordance with the provisions of the Trust Agreement on the dates and at the redemption prices (expressed as a percentage of the principal amount to be redeemed), plus accrued interest to the redemption date, to be determined by the County Administrator in the Certificate of Award; provided that the earliest optional redemption date shall not be earlier than December 1, 2015 or later than December 1, 2018, and the redemption price for the earliest optional redemption date shall not be greater than 102%.

Section 4. Execution and Authentication of Series 2007 Bonds. The Series 2007 Bonds shall be signed by at least two members of the Board of County Commissioners and the County Auditor, in the name of the County and in their official capacities, provided that any or all of those signatures may be a facsimile. The Series 2007 Bonds shall be issued in the Authorized Denominations and numbers as requested by the Original Purchaser and approved by the County Administrator, shall be numbered as determined by the County Administrator in order to distinguish each Series 2007 Bond from any other Series 2007 Bond, 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, the General Bond Resolution and the Trust Agreement.

In the name and on behalf of the County, the First Supplemental Trust Agreement shall be signed by at least two members of the Board of County Commissioners and the County Auditor in substantially the form now on file with the Clerk. The First Supplemental Trust Agreement is approved, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the County and that are approved by those officers on behalf of the County, all of which shall be conclusively evidenced by the signing of the First Supplemental Trust Agreement or any amendments thereto. The County Auditor shall provide for the payment of the services rendered and for reimbursement of expenses incurred pursuant to the Trust Agreement, except to the extent paid or reimbursed by the

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reimbursed by the Original Purchaser in accordance with the Purchase Agreement, from the proceeds of the Series 2007 Bonds to the extent available and then from other money lawfully available and appropriated or to be appropriated for that purpose.

No Series 2007 Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Series 2007 Bond proceedings unless and until the certificate of authentication printed on the Series 2007 Bond is signed by the Trustee as authenticating agent. Authentication by the Trustee shall be conclusive evidence that the Series 2007 Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Series 2007 Bond proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Trustee or by any other person acting as an agent of the Trustee and approved by the County Administrator on behalf of the County. The same person need not sign the certificate of authentication on all of the Series 2007 Bonds.

Section 5. Registration; Transfer and Exchange; Book Entry System.

(a) Bond Register. So long as any of the Series 2007 Bonds remain outstanding, the County will cause the Trustee to maintain and keep the Bond Register in accordance with the provisions of the Trust Agreement.

(b) Transfer and Exchange. The Series 2007 Bonds shall be exchanged and transferred in accordance with the provisions of the Trust Agreement.

(c) Book Entry System. Notwithstanding any other provisions of this Resolution, if the County Administrator determines in the Certificate of Award that it is in the best interest of and financially advantageous to the County, the Series 2007 Bonds may be issued in book entry form in accordance with the following provisions of this Section.

The Series 2007 Bonds may be issued to a Securities Depository for use in a book entry system and, if and so long as a book entry system is utilized, (i) the Series 2007 Bonds may be issued in the form of a single, fully registered Series 2007 Bond representing each maturity and registered in the name of the Securities Depository or its nominee, as registered owner, and immobilized in the custody of the Securities Depository or its designated agent; (ii) the book entry interest owners of Series 2007 Bonds in book entry form shall not have any right to receive Series 2007 Bonds in the form of physical securities or certificates; (iii) ownership of book entry interests in Series 2007 Bonds in book entry form shall be shown by book entry on the system maintained and operated by the Securities Depository and its Participants, and transfers of the ownership of book entry interests shall be made only by book entry by the Securities Depository and its Participants; and (iv) the Series 2007 Bonds as such shall not be transferable or exchangeable, except for transfer to another Securities Depository or to another nominee of a Securities Depository, without further action by the County.

If any Securities Depository determines not to continue to act as a Securities Depository for the Series 2007 Bonds for use in a book entry system, the County Administrator and the Trustee may attempt to establish a securities depository/book entry relationship with another qualified Securities Depository. If the County Administrator and the Trustee do not or are unable to do so, the County Administrator and the Trustee, after making provision for notification of the book entry interest owners by the then Securities Depository and any other arrangements deemed necessary, shall permit withdrawal of the Series 2007 Bonds from the Securities Depository, and shall cause Series 2007 Bond certificates in registered form to be authenticated by the Trustee and delivered to the assigns of the Securities 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 Administrator and the Trustee are hereby authorized and directed, to the extent necessary or required, to enter into any agreements, in the name and on behalf of the County, that the County Administrator determines to be necessary in connection with a book entry system for the Series 2007 Bonds.

Section 6. Sale of the Series 2007 Bonds.

(a) To the Original Purchaser. The Series 2007 Bonds are to be sold at private sale to the Original Purchaser at a purchase price, not less than 98% of the aggregate principal amount thereof, as shall be determined by the County Administrator in the Certificate of Award, plus accrued interest on the Series 2007 Bonds from their date to the Closing Date, and shall be awarded by the County Administrator with and upon such other terms as are required or authorized by this Resolution to be specified in the Certificate of Award, in accordance with law, the provisions of this Resolution and the Purchase Agreement.

The County Administrator shall sign and deliver the Certificate of Award and shall cause the Series 2007 Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Series 2007 Bonds, to the Original Purchaser upon payment of the purchase price.

The County Administrator shall sign and deliver, in the name and on behalf of the County, the Purchase Agreement between the County and the Original Purchaser, in substantially the form as is now on file with the Clerk, providing for the sale to, and the purchase by, the Original Purchaser of the Series 2007 Bonds. The Purchase Agreement is approved, together with any changes or amendments that are not inconsistent with this Resolution and not substantially adverse to the County and that are approved by the County Administrator on behalf of the County, all of which shall be

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of which shall be conclusively evidenced by the signing of the Purchase Agreement or amendments thereto.

(b) Primary Offering Disclosure -- Official Statement. The preliminary official statement of the County relating to the original issuance of the Series 2007 Bonds substantially in the form now on file with the Clerk is approved. The distribution and use of that preliminary official statement is hereby approved. The President of the Board of County Commissioners, the County Auditor and the County Administrator are each authorized and directed to complete and sign on behalf of the County, and in their official capacities, that preliminary official statement, with such modifications, completions, changes and supplements, as those officers shall approve or authorize for the purpose of preparing and determining, and to certify or otherwise represent, that the revised official statement is a "deemed final" official statement (except for permitted omissions) by the County as of its date and is a final official statement for purposes of SEC Rule 15c2-12(b)(1), (3) and (4).

Those officers are each further authorized to use and distribute, or authorize the use and distribution of, the final official statement and supplements thereto in connection with the original issuance of the Series 2007 Bonds as may in their judgment be necessary or appropriate. Those officers and each of them are also authorized to sign and deliver, on behalf of the County, and in their official capacities, such certificates in connection with the accuracy of the final official statement and any amendment thereto as may, in their judgment, be necessary or appropriate.

(c) Agreement to Provide Continuing Disclosure. For the benefit of the holders and beneficial owners from time to time of the Series 2007 Bonds, the County agrees, as the only obligated person with respect to the Series 2007 Bonds under the Rule, to provide or cause to be provided such financial information and operating data, audited financial statements and notices, in such manner, as may be required for purposes of paragraph (b)(5)(i) of the Rule. The County further agrees, in particular, to provide or cause to be provided:

(i) to each NRMSIR and to the SID, (A) Annual Information for each County fiscal year ending hereafter, not later than the 270th day following the end of the fiscal year, and (B) when and if available, audited County financial statements for each such fiscal year; and

(ii) to each NRMSIR or to the MSRB, and to the SID, in a timely manner, notice of (A) any Specified Event if that Event is material, (B) the County's failure to provide the Annual Information within the time specified above, and (C) any change in the accounting principles applied in the preparation of its annual financial statements, any change in its fiscal year, its failure to appropriate funds to meet costs to be incurred to perform the Continuing Disclosure Agreement, and of the termination of the Continuing Disclosure Agreement.

In order to further describe and specify certain terms of the County's Continuing Disclosure Agreement made for purposes of the Rule in and pursuant to this Resolution and to be formed, collectively, by this subsection (c) and the Continuing Disclosure Certificate, the County Administrator is authorized and directed to complete, sign and deliver the Continuing Disclosure Certificate, in the name and on behalf of the County, to specify in reasonable detail the Annual Information to be provided (which may be provided by specific reference to other documents previously filed and available in accordance with the Rule), whether the County has obtained any credit enhancement or provider for the Series 2007 Bonds and the County's expectations as to whether audited financial statements will be prepared, the accounting principles to be applied in their preparation, and whether they will be available together with, or separately from, Annual Information.

The County Administrator is further authorized and directed to establish procedures in order to ensure compliance by the County with its Continuing Disclosure Agreement, including timely provision of information and notices as described above. Prior to making any filing in accordance with clause (ii) above or providing notice of the occurrence of any other events, the County Administrator shall consult with and obtain legal advice from, as appropriate, the County Prosecutor and bond or other qualified independent special counsel selected by the County. The County Administrator, acting in the name and on behalf of the County, shall be entitled to rely upon any such legal advice in determining whether a filing should be made.

The County reserves the right to amend its Continuing Disclosure Agreement, and to obtain the waiver of noncompliance with any provision of the Continuing Disclosure Agreement, as may be necessary or appropriate to achieve its compliance with any applicable federal securities law or rule, to cure any ambiguity, inconsistency or formal defect or omission, and to address any change in circumstances arising from a change in legal requirements, change in law, or change in the identity, nature, or status of the County, or type of business conducted by the County. Any such amendment or waiver will not be effective unless the Continuing Disclosure Agreement (as amended or taking into account such waiver) would have complied with the requirements of the Rule at the time of the primary offering of the Series 2007 Bonds, after taking into account any applicable amendments to or official interpretations of the Rule, as well as any change in circumstances, and until the County shall have received: either (i) a written opinion of bond or other qualified independent special counsel selected by the County that the amendment or waiver would not materially impair the interests of holders or beneficial owners of the Series 2007 Bonds or (ii) the written consent to the amendment or waiver of the holders of at least a majority of the principal amount of the Series 2007 Bonds then outstanding. Annual Information containing any revised operating data or financial information shall explain, in narrative form, the reasons for any such amendment or waiver and the impact of the change on the type of operating data or financial information being provided.

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The County's Continuing Disclosure Agreement shall be solely for the benefit of the holders and beneficial owners from time to time of the Series 2007 Bonds. The exclusive remedy for any breach of the Continuing Disclosure Agreement by the County shall be limited, to the extent permitted by law, to a right of holders and beneficial owners to institute and maintain, or to cause to be instituted and maintained, such proceedings as may be authorized at law or in equity to obtain the specific performance by the County of its obligations under the Continuing Disclosure Agreement. Any individual holder or beneficial owner may institute and maintain, or cause to be instituted and maintained, such proceedings to require the County to provide or cause to be provided a pertinent filing if such a filing is due and has not been made. Any such proceedings to require the County to perform any other obligation under the Continuing Disclosure Agreement (including any proceedings that contest the sufficiency of any pertinent filing) shall be instituted and maintained only by a trustee appointed by the holders and beneficial owners of not less than 25% in principal amount of the Series 2007 Bonds then outstanding or by holders and beneficial owners of not less than 10% in principal amount of the Series 2007 Bonds then outstanding in accordance with Section 133.25(B)(4)(b) or (C)(1), Ohio Revised Code, as applicable (or any like or comparable successor provisions).

The performance by the County of its Continuing Disclosure Agreement shall be subject to the annual appropriation of any funds that may be necessary to perform it.

The County's Continuing Disclosure Agreement shall remain in effect only for such period that the Series 2007 Bonds are outstanding in accordance with their terms and the County remains an obligated person with respect to the Series 2007 Bonds within the meaning of the Rule. The obligation of the County to provide the Annual Information and notices of the events described above shall terminate, if and when the County no longer remains such an obligated person.

(d) Application for Rating or Bond Insurance. If, in the judgment of the County Administrator, the filing of an application for (i) a rating on the Series 2007 Bonds by one or more nationally-recognized rating agencies, or (ii) a policy of insurance from a company or companies to better assure the payment of principal of and interest on the Series 2007 Bonds, is in the best interest of and financially advantageous to the County, the County Administrator is authorized to prepare and submit those applications, to provide to each such agency or company such information as may be required for the purpose, and to provide further for the payment of the cost of obtaining each such rating or policy, except to the extent paid by the Original Purchaser in accordance with the Purchase Agreement, from the proceeds of the Series 2007 Bonds to the extent available and otherwise from any other funds lawfully available and that are appropriated or shall be appropriated for that purpose.

Section 7. Covenants of the County. The County, by issuance of the Series 2007 Bonds, covenants and agrees with their holders to perform its applicable covenants and agreements set forth in this Resolution, the General Bond Resolution and the Trust Agreement. The County particularly covenants that it will:

(a) Operate the Utility as a public utility under the Act, including all extensions thereof and improvements thereto.

(b) Subject to applicable requirements and restrictions imposed by law, at all times prescribe and charge such rates, charges and rentals for the services and facilities of the Utility, and so restrict Operating Expenses (as defined in the Trust Agreement), as shall be necessary in order to meet the earnings coverage and other requirements of the Trust Agreement.

(c) Segregate, for accounting purposes, the Revenues and the Funds in its custody (each as defined in the Trust Agreement) from all other revenues and funds of the County.

(d) At any and all times, cause to be done all such further acts and things and cause to be signed and delivered all such further instruments as may be necessary to carry out the purpose of the Series 2007 Bonds and any Bond Legislation (as defined in the Trust Agreement) or as may be required by the Act, and comply with all requirements of law applicable to the Utility and its operation.

(e) Observe and perform faithfully at all times all covenants, agreements, authority, actions, undertakings, stipulations and provisions to be observed or performed on its part under the Trust Agreement, the Continuing Disclosure Certificate, the Purchase Agreement, this Resolution, the General Bond Resolution, the Series 2007 Bonds and any other Bond Proceedings (as defined in the Trust Agreement) for the Series 2007 Bonds, and under all Board proceedings pertaining thereto.

Each of those obligations is binding upon the County, and upon each County officer or employee as from time to time may have the authority under law to take any action on behalf of the County that may be necessary to perform all or any part of that obligation, as a duty of the County and of each of those officers and employees resulting from an office, trust or station within the meaning of Section 2731.01 of the Ohio Revised Code, providing for enforcement by writ of mandamus.

Section 8. Federal Tax Considerations. The County covenants that it will use, and will restrict the use and investment of, the proceeds of the Series 2007 Bonds in such manner and to such extent as may be necessary so that (a) the Series 2007 Bonds will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Code or (ii) be treated other than as bonds to which Section 103 of the Code applies, and (b) the interest thereon will not be an item of tax preference under Section 57 of the Code.

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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 Series 2007 Bonds 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 Series 2007 Bonds 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 Series 2007 Bonds, 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 Series 2007 Bonds as the County is permitted 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 Series 2007 Bonds 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 Series 2007 Bonds, and (c) to give one or more appropriate certificates of the County, for inclusion in the transcript of proceedings for the Series 2007 Bonds, setting forth the reasonable expectations of the County regarding the amount and use of all the proceeds of the Series 2007 Bonds, 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 Series 2007 Bonds.

Each covenant made in this section with respect to the Series 2007 Bonds is also made with respect to all issues any portion of the debt service on which is paid from proceeds of the Series 2007 Bonds (and, if different, the original issue and any refunding issues in a series of refundings), to the extent such compliance is necessary to assure exclusion of interest on the Series 2007 Bonds 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 Series 2007 Bonds.

Section 9. Call for Redemption; Escrow Trustee; Escrow Agreement; Escrow Fund. To provide for the payment of the principal of and interest and redemption premium on the Refunded Bonds, the County Administrator is hereby authorized and directed for and in the name of the County and on its behalf to execute and deliver to a bank or trust company located in Ohio, designated by the County Administrator as escrow trustee (the "*Escrow Trustee*"), the Escrow Agreement substantially in the form now on file with the Clerk. The Escrow Fund provided for in the Escrow Agreement is hereby created. The form of Escrow Agreement is approved with such changes therein as are not inconsistent with this Resolution and not substantially adverse to the County and shall be approved by the officer executing the Escrow Agreement. Approval of such changes and that such changes are not substantially adverse to the County shall be conclusively evidenced by the execution of the Escrow Agreement by that official.

Acting pursuant to the Series 1999 Bond Resolution which authorized the Refunded Bonds, the Refunded Bonds are hereby called for redemption on December 1, 2009 (the "*Redemption Date*") at the redemption price of 101.0% of the principal amount thereof, and the County Administrator is hereby authorized and directed to cause those Refunded Bonds to be called for redemption on December 1, 2009 and arrange for the notice of redemption to be given in accordance with the applicable provisions of the Series 1999 Bond Resolution. For informational purposes, a certified copy of this Resolution shall be sent by the County Administrator to the current bond registrar for the Refunded Bonds.

In order to provide for the payment of (a) the interest on the Refunded Bonds on each June 1 and December 1 following the Closing Date and through the Redemption Date and (b) the principal of and redemption premium on the Refunded Bonds to be called for redemption on the Redemption Date, the County covenants and agrees with the Escrow Trustee and with the owners of the Refunded Bonds that the County will take, and will cause the Escrow Trustee to take, all steps required by the terms of the Escrow Agreement to carry out such payments. The County will provide from the proceeds of the Series 2007 Bonds and other available funds in accordance with this Resolution, moneys and investments sufficient to pay in full (a) the interest on the Refunded Bonds on each June 1 and December 1 following the Closing Date and through the Redemption Date and (b) the principal of and redemption premium on the Refunded Bonds to be called for redemption on the Redemption Date. The County covenants and agrees with the Escrow Trustee and with the owners of the Refunded Bonds that the County will take, and will cause the Escrow Trustee to take, all steps required by the terms of this Resolution, Section 133.34, Ohio Revised Code, and the Escrow Agreement to carry out such payments so that the Refunded Bonds are not deemed to be outstanding.

There shall be delivered to the Escrow Trustee for the Escrow Fund proceeds to be received from the sale of the Series 2007 Bonds and other available funds which shall be invested in United States Treasury Obligations ("*Treasury Securities*"), State and Local Government Series ("*SLG Securities*") or other direct obligations of or obligations guaranteed as to both principal and interest of the United States as defined in Section 133.34, Ohio Revised Code, of the United States of America (direct obligations and guaranteed obligations together with the SLG Securities, collectively, the "*Securities*")

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Securities, collectively, the “*Securities*”) and which Securities shall be certified by an independent public accounting firm of national reputation in a written report (the “*Verification Report*”) to be of such maturities or redemption dates and interest of payment dates, and to bear such interest, as will be sufficient together with any moneys in the Escrow Fund to be held in cash as contemplated by the Verification Report without further investment or reinvestment of either the principal amount thereof or the interest earnings therefrom, to cause the Refunded Bonds to be deemed to be not outstanding as provided for in Section 133.34, Ohio Revised Code, and the balance of those proceeds, less any amount thereof, contemplated by the Verification Report to be held in cash in the Escrow Fund, shall be used for the payment of costs related to the refunding and the issuance of the Series 2007 Bonds, and of financing costs.

At the direction of the County Administrator, the Escrow Trustee or the Original Purchaser is authorized to apply and subscribe for SLG Securities on behalf of the County. Further, if the County Administrator determines that it would be in the best interest of and financially advantageous to the County to purchase Treasury Securities for deposit into the Escrow Fund, the County Administrator is authorized and directed to solicit, or cause the solicitation, of bids for such Treasury Securities.

Any such Securities, and moneys, if any, in addition thereto contemplated by the Verification Report to be held in cash, shall be held by the Escrow Trustee in trust and committed irrevocably to the payment of the principal of and interest and redemption premium on the Refunded Bonds.

Section 12. Further Authorizations and Implementation of Authorizations. The County Commissioners, or any of them, the County Auditor, the County Prosecutor, the County Treasurer, the County Administrator, the Clerk and other County officials, as appropriate, each are authorized and directed to do all things necessary and appropriate to complete and perform the delivery of the Series 2007 Bonds to the Original Purchaser and, in accordance with the terms and provisions of this Resolution, the General Bond Resolution, the Trust Agreement, and the Purchase Agreement, to make the necessary arrangements on behalf of the County to establish the date, location, procedure and conditions for the delivery of the Series 2007 Bonds to the Original Purchaser to the extent not provided for therein, and those officials, or any of them are further directed to take all steps necessary to effect due authentication, delivery and security of the Series 2007 Bonds under the terms of this Resolution and of the General Bond Resolution, the Trust Agreement, and the Purchase Agreement, including, without limitation, such certifications and instruments as are, in the opinion of bond counsel, necessary or appropriate to consummate the transactions provided for in this Resolution, the General Bond Resolution, the Trust Agreement and the Purchase Agreement.

The law firm of Squire, Sanders & Dempsey L.L.P. is hereby appointed to provide bond counsel services in connection with the issuance of the Series 2007 Bonds. The County Administrator is authorized to enter into necessary contracts without competitive bidding to provide services with respect to the Series 2007 Bonds by the rating services, the Trustee, by providers of credit support instruments, for the printing of the preliminary and final official statements and for the printing of the Series 2007 Bonds, and by other necessary service providers, all as deemed necessary by the County Administrator to be consistent with the foregoing authorization and in the best interests of the County. The costs of those services shall be paid from money deposited in the Construction Fund which is appropriated for that purpose. The actions of the County Administrator or any other officer of the County in doing any and all acts necessary in connection with the issuance and sale of the Series 2007 Bonds are hereby ratified and confirmed.

Section 13. Certification and Delivery of Resolution and Certificate of Award. The Clerk is directed to promptly deliver a certified copy of this Resolution and a copy of the Certificate of Award to the County Auditor.

Section 14. Other Determinations. This Board determines that all acts and conditions necessary to be performed by the County or to have been met precedent to and in the issuing of the Series 2007 Bonds in order to make them legal, valid and binding special obligations of the County have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law.

Section 15. Compliance with Open Meeting Requirements. 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 16. Severability. Each section of this Resolution and each subdivision of any section thereof is hereby declared to be independent, and the finding or holding of any section or subdivision of any section thereof to be invalid or void shall not be deemed nor held to affect the validity of any other section or subdivision of this Resolution.

Section 17. Effective Date. 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 Absent Mr. Ward Aye Mr. Jordan Aye

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RESOLUTION NO. 07-271

IN THE MATTER OF APPROVING PERSONNEL ACTION:

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

Lisa Iannotta has accepted the position of Director of Administrative Services starting March 12, 2007

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

There being no further business, the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners