

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 9, 2007

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

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

PUBLIC COMMENT

SHERIFF DAVIS, JAIL BUILD OUT

RESOLUTION NO. 07-947

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 6, 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 August 6, 2007 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 07-948

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0808 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0808:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0808, memo transfers in batch numbers MTAPR0808 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO’s			
Dell Marketing LP	Computer Purchase for 9-1-1	21411306-5260	\$ 20,888.00
Increases			
PRC	Rent	22411602-5348	\$ 4,500.00
Village Network	Residential Treatment	22511607-5342	\$ 10,551.08
Village Network	Residential Treatment	22511608-5342	\$ 10,551.08
Child Care Unlimited	Day Care	22411610-5310	\$ 23,000.00
Childrens World	Day Care	22411610-5348	\$ 25,000.00
Delaware City Summer	Day Care	22411610-5348	\$ 15,000.00
Enchanted Care	Day Care	22411610-5348	\$ 5,000.00
Kiddie Academy	Day Care	22411610-5348	\$ 15,000.00
Nicole Otten	Day Care	22411610-5348	\$ 11,000.00
Nicole TeJeda	Day Care	22411610-5348	\$ 9,000.00
R Kids Count	Day Care	22411610-5348	\$ 16,000.00
Carolyn Chute	Day Care	22411610-5348	\$ 9,000.00
Erin Coomes	Day Care	22411610-5348	\$ 16,000.00
Vouchers			
Liberty Twp. Fire Dept.	2nd Quarter EMS runs	10011303-5345	\$ 51,096.72
Nancy Lucas	Day Care	22411610-5348	\$ 6,632.83
Todays Learning Child	Day Care	22411610-5348	\$ 18,574.91
Kiddie Academy of Lewis Center	Day Care	22411610-5348	\$ 13,609.84
Pitney Bowes	Postage for Del Co. Offices	10011105-5331	\$ 20,000.00
Kiddie Academy of Lewis Center	Day Care	22411610-5348	\$ 11,022.06
Liberty Community Center	Day Care	22411610-5348	\$ 19,136.10
Learning Center of Sunbury	Day Care	22411610-5348	\$ 7,198.48
Learning Center of Sunbury	Day Care	22511607-5348	\$ 462.78
Toddler Inn	Day Care	22411610-5348	\$ 11,388.46
T & J Junior Academy	Day Care	22411610-5348	\$ 5,628.00
Child Care Unlimited/Galena	Day Care	22411610-5348	\$ 9,982.36
Memo Transfer			
From	To		
Drainage Maintenance	Soil and Water	1 st half billing	\$ 74,396.73
21911401-5328	72190901-4230	For 2007	
Vote on Motion	Mr. Jordan	Aye	Mr. Evans Aye Mr. Ward Aye

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RESOLUTION NO. 07-949

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, EUGENE L. HOLLINS, OF WILES, BOYLE, BURKHOLDER AND BRINGARDNER, CO. LPA REQUESTING ANNEXATION OF 9.575 ACRES OF LAND IN LIBERTY TOWNSHIP TO THE CITY OF POWELL:

It was moved by Mr. Ward, seconded by Mr. Jordan to acknowledge that on August 2, 2007, the Clerk to the Board of Commissioners received an annexation petition request to annex 9.575 acres from Liberty Township to the City of Powell.

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

RESOLUTION NO. 07-950

IN THE MATTER OF PROCLAIMING AUGUST, 2007 AS CHILD SUPPORT AWARENESS MONTH IN DELAWARE COUNTY:

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

Proclamation

WHEREAS, financial support of a child is an essential building block to ensuring children grow up safe and healthy, and children and families stay out of poverty; and

WHEREAS, ensuring that children receive the financial support they deserve involves working partnerships between county, state and federal agencies, parents, legislators, judges, healthcare professionals, advocacy groups, employers and many others; and

WHEREAS, through these partnerships, Ohio collected nearly two billion dollars, continuing to lead the nation in dollars collected on non-public assistance child support orders in 2006, and

WHEREAS, through the leadership of Delaware County Child Support Enforcement Agency, many children’s lives are brighter because of the following accomplishments in the past year:

- Collecting \$18,446,970.93 in child support and spousal support
- Establishing paternities in 132 cases, and
- Providing Child Support services for more than four thousand three hundred and seventy four children; and

WHEREAS, with the recognition of the above successes comes the acknowledgment that our children’s lives count enough to pursue every possible effort to ensure that Ohio children receive the financial support they deserve.

NOW, THEREFORE, WE, the Delaware County Board of Commissioners, do hereby designate, in conjunction with the State of Ohio,

AUGUST 2007
CHILD SUPPORT
AWARENESS MONTH

“Child Support. An essential building block for a child’s success.”

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

RESOLUTION NO. 07-951

IN THE MATTER OF ACCEPTING AND AWARDDING THE BID AND APPROVING THE CONTRACT WITH PAGE EXCAVATING, INC., FOR THE BASINGER DITCH IMPROVEMENT PROJECT:

It was moved by Mr. Ward, seconded by Mr. Jordan to accept the following Bid and approving the following contract:

Basinger Ditch Improvement Project
Bid Opening of July 30, 2007

As the result of the above referenced bid opening, The Engineer recommends that a bid award be made to Page Excavating, Inc. of Lucas, Ohio, the low bidder for the project. A bid tabulation is available for your information.

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CONTRACT

AGREEMENT, made and entered into this 9th day of August 2007, by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **PAGE EXCAVATING, INC.**, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the sum of **TWO HUNDRED FOUR THOUSAND NINE HUNDRED NINETY DOLLARS AND SIXTY-SIX CENTS (\$204,990.66)**, based on unit prices on the attached **Bid Blank**, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, all the necessary material, labor and equipment required to complete the project known as **Basinger Ditch Improvement Project** , in accordance with plans, **Drawings**, general specifications, Invitation to Bid for same hereto attached; which plans, drawings, general specifications and Invitation to Bid are hereby declared to be a part of this **Contract**.

SAID SECOND PARTY further agrees to furnish said materials and to do the said work and labor promptly, in a good, substantial and workmanship manner, under the direction of the **Delaware County Engineer and Delaware Soil and Water Conservation District**. **The owner intends that this project be finished no later than December 20, 2007 for Main, Lateral A-1, and Lateral C. Furthermore the owner intends for this project to be finished no later than April 25, 2008 for Lateral A-2 and B. If it is determined Lateral A-2 and/or B work can be accomplished prior to the standard permanent seeding dates, the scheduled plan of work will be addressed at the pre-construction meeting.**

THE SECOND PARTY hereby agrees to hold the **County** free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of said **SECOND PARTY**, his sub-contractors, agents or employees.

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

RESOLUTION NO. 07-952

IN THE MATTER OF APPROVING TRANSFER OF FUNDS FOR WORKER’S COMPENSATION:

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

Transfer of Funds			
From			
75110902-5850	10011102-4650		
Workers Comp/Short Term Advance	Comm's General/Short Term Advance Reimbursement	\$	176,000.00

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

RESOLUTION NO. 07-953

IN THE MATTER OF APPROVING A SERVICE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND DOWNES HURST & FISHEL, ATTORNEYS AT LAW:

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

CONTRACT FOR SERVICES FOR DELAWARE COUNTY, OHIO

THIS AGREEMENT, made this 9th day of August 2007, by and between the Delaware County Commissioners, hereinafter "County" and Downes Hurst & Fishel, Attorneys at Law, Columbus, Ohio, hereinafter "Attorneys."

WITNESSETH:

WHEREAS, the County is desirous of securing the services of the Attorneys to assist and represent the County in matters of human resource personnel management, civil service, and public sector issues, labor relations, and negotiations; and

WHEREAS, the results of the decisions regarding such matters have a very significant fiscal and operational impact on the County; and

WHEREAS, the County has determined that certain legal, technical, and professional assistance will enable them to participate more effectively in these processes; and

WHEREAS, Downes Hurst & Fishel is experienced and willing to perform the above services, wherein there is an agreement specifying the rights and duties of each party;

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NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows.

ARTICLE I SCOPE OF WORK

The Attorneys will perform services in assisting the County as may be instructed by the County, including advice and services in order for the County to carry out their human resource management, civil service administration, labor relations programs and other matters. Such services to the County include:

- A. To provide necessary assistance, research, and analysis with respect to the specific problems that develop in matters that come before the County and to advise and/or represent the County in matters as directed by the County;
- B. To advise the County as to the implications of both economic and non-economic issues raised in both formal and informal bargaining sessions, along with the implications of the existing personnel practices and collective bargaining agreements, if any;
- C. To advise the County and participate in both formal and informal bargaining sessions with the representatives of the various employee organizations that may represent employees with the County; and
- D. To provide any other necessary representation to the County's management personnel and elected officials throughout specific negotiating periods and, at the request of the County, on other matters relating to the County's labor relations program, or civil service.

ARTICLE II CONSIDERATION AND TERM OF CONTRACT

The compensation of the Attorneys shall be on the basis of an hourly rate of one hundred sixty dollars (\$170) per hour for all time expended by the Partners on behalf of the County and one hundred thirty dollars (\$140) per hour for all time expended by the Associate Attorneys, Law Clerks/Paralegals on behalf of the County. The term of the contract shall be for a period beginning June 1, 2007 and ending December 31, 2007. The Attorneys shall be compensated for all necessary and reasonable direct costs incurred exclusive of normal administrative costs. The Attorneys shall be compensated for all actual hours of work performed for the County including those hours for consultation, assistance, research, and preparation.

The Attorneys shall bill for services and costs on a monthly basis with compensation to be payable within thirty (30) calendar days after billing. The Attorneys shall provide the County with monthly billings setting forth, in itemized detail, all time charges and reasons therefore, along with all necessarily incurred disbursements and expenses and reasons therefore,

This Agreement may be canceled by either party upon notice, in writing, delivered upon the party thirty (30) days prior to the effective date of cancellation. If such cancellation should be by the County, the County will be obligated to pay for the amount of work completed by the Attorneys. The parties further agree that should the Attorneys become unable for any reason to complete such work called for by virtue of this Agreement, that such work as the Attorneys have completed to the date of their inability to continue the terms of this Agreement shall become the property of the County as full discharge of Attorneys' liability hereunder without obligation for additional payment.

The parties expressly agree that this Agreement shall not be assigned by either party. The Agreement and any modifications, amendments, or alterations, shall be governed, constructed, and enforced under the laws of Ohio. The obligations of the County under this Agreement shall be subject to the applicable provisions of the Ohio Revised Code.

ARTICLE III CONTRACT CONSTRUCTION AND ADMINISTRATION

The Agreement constitutes the entire understanding between the parties and shall not be modified in any manner except by an instrument in writing executed by the parties.

If any term or provision of this Agreement or the application thereof to any person or circumstances should, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term, or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be effected thereby, and each remaining term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

Notwithstanding any provisions herein contained, it is expressly understood and agreed that the County shall not be construed or held to be a partner, associate, or joint venturer of the Attorneys in the conduct of the provisions of this Agreement. The Attorneys shall at all times have the status of an independent contractor without the right or authority to impose tort or contract liability on the County for contracts entered into by the Attorneys with third parties.

The County agrees to make available to the Attorneys all necessary records in the custody of the County and

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the assistance of all appropriate department employees, as the Attorneys may need for carrying out the work under this Agreement within legal limitations.

ARTICLE IV NON-DISCRIMINATION

Contractor shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin or disability. Contractor shall take affirmative action to ensure that applicants and employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, sexual orientation, or disability.

The implementation of this Contract will be carried out in strict compliance with all federal, state, or local laws regarding discrimination in employment.

In the event Contractor is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law, this Contract may be canceled, terminated or suspended in whole or in part by County and Contractor may be declared ineligible for future contracts with the County.

ARTICLE V INDEMNITY

To the fullest extent permitted by law, the Contractor shall indemnify, save and hold the County, its officers, agents, servants, and employees free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the Contractor's performance of this contract. The Contractor shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the County by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees. No employee of the Contractor shall at any time be considered an agent or employee of the County, except as expressly set out in this Contract.

The Contractor shall carry such bodily injury and property damage liability insurance as will protect it and the County against claims for personal injury, including death or property damage, which may arise from operations under this Contract. The contractor will also provide proof of coverage by the Bureau of Workers Compensation upon request.

ARTICLE VI CAMPAIGN FINANCE

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

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

RESOLUTION NO. 07-954

SETTING BID OPENING DATE AND TIME FOR BID PACKAGE 13 (POOL PACKAGE) FOR THE NEW HEADQUARTERS AND FACILITY FOR THE DELAWARE COUNCIL FOR OLDER ADULTS FACILITY:

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

Bids will be received by the Delaware County Commissioner's Office (the "Owner"), at the Delaware County Commissioner's Office, Attention: Mr. Dave Cannon, County Administrator, 101 North Sandusky Street, Delaware, Ohio 43015 for the following Project:

Delaware County Commissioners - Council for Older Adults – Pool Addition
Delaware County, Ohio

Pool Package #13

in accordance with the Drawings and Specifications prepared by:

George Parker & Associates

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106 Short Street
Gahanna, Ohio
Ph: (614) 476-3600

In conjunction with:

Maddox NBD Architecture
4945 Bradenton Ave.
Dublin, Ohio 43017
Ph: (614) 764-3800
Fax: (614) 764-4522

The Construction Manager for the Project is:

The Quandel Group, Inc.
8181 Worthington Road
Westerville, Ohio 43082
Ph: (614) 865-9000
Fax: (614) 865-9001

Any Proposed Equal for a Standard shall be submitted to the Architect no later than ten (10) days prior to the bid opening. If no Addendum is issued accepting the Proposal Equal, the Proposed Equal shall be considered rejected.

Sealed bids will be received for:

Package #	Bid Package Description	Contract Estimate
13	Pool Package	\$ 90,240.00
	Total Estimate	\$ 90,240.00

until **August 28, 2007 at 2:00 p.m.**, when they will be opened and read.

A pre-bid meeting will be held on, August 16, 2007 at 10:00 a.m., at the following location:

Council for Older Adults
800 Cheshire Road
Delaware, Ohio 43015

Contract Documents may be obtained from Key Blue Prints located at 6175 Shamrock Ct., Dublin, Ohio, upon receipt of a check, which is refundable in the amount of \$100.00 per set of plans and specifications payable to The Quandel Group Inc. The phone number for Key Blue Prints is (614) 761-7999. Additional plans may be obtained for \$50.00 each. No more than three (3) sets will be provided on a refundable basis to a Bidder.

Shipping charges for all Bidding Documents are non-refundable and are to be paid via a separate check in the amount of \$25.00 per set payable to The Quandel Group Inc.

The Contract Documents may be reviewed for bidding purposes without charge during business hours at the following locations:

Key Blue Prints
6180 Cleveland Ave.
Columbus, Ohio 43231
614-899-6180

FW Dodge McGraw Hill
1175 Dublin Road
Columbus, Ohio 43215
614-486-6575

The Quandel Group Plan Room
8181 Worthington Road
Westerville, Ohio 43082
614-865-9000

All proposals shall be irrevocable for sixty (60) days after bid opening date.

The Owner reserves the right to reject any or all bids and to waive any or all irregularities, mistakes, omissions, or informalities relative thereto.

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

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RESOLUTION NO. 07-955

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS AND SUPPLEMENTAL APPROPRIATIONS FOR JOB AND FAMILY SERVICES:

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

Supplemental Appropriations

22311611-4501	Workforce Development/Federal Reimbursement	\$ 100,000.00
22411603-4601	JFS Workforce/Interfund Revenue	\$ 200,000.00
22411604-4601	JFS Child Protection	\$ 250,000.00
22411610-4521	Child Care/State Reimbursement	\$ 350,000.00
22311611-5801	Workforce Development/Transfers	\$ 200,000.00
22411601-5348	JFS Income Maint./Program Professional Services	\$ 250,000.00
22411610-5348	Child Care/Program Professional Services	\$ 500,000.00

Transfer of Appropriation

From	To	
22411604-5102	22411604-5310	
JFS Child Protection/Workers Comp	JFS Child Protection/Travel Out of County	\$ 4,500.00
22411604-5102	22411604-5201	
JFS Child Protection/Workers Comp	JFS Child Protection/Office Supplies	\$ 500.00
22411602-5215	22411602-5348	
JFS PRC/Program Supplies	JFS PRC/Program Professional Services	\$ 40,000.00

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

RESOLUTION NO. 07-956

IN THE MATTER OF APPROVING TRANSFER OF FUNDS AND TRANSFER OF APPROPRIATION:

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

Transfer of Funds

From	
72190901-5850	10011102-4650
Soil & Water/Short Term Advance	Comm's General/Short Term Advance Reimbursement
	\$ 20,000.00

Transfer of Appropriation

From	To	
10031301-5330	10031304-5330	
Sheriff Deputies/Telephone Service	Sheriff Conveyance/Telephone Service	\$ 1,800.00

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

RESOLUTION NO. 07-957

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

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

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

WHEREAS; the Board of County Commissioners of Delaware, County, Ohio has before it a request from the County Administrator to expend county monies for the purchase of a new 4-wheel drive Ford Utility Vehicle ; and

WHEREAS; the Board of County Commissioners have legally appropriated monies from the proper fund for the acquisition of vehicles

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY,

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OHIO:

Section 1. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that a necessity exists to purchase a new 4-wheel drive Ford Utility Vehicle for use by the Director of Environmental Services.

Section 2. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the make and model of such vehicles is Ford Escape XLS and that the estimated cost of said purchase or lease will be \$18,866.37.

Section 3. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the purchase or lease of said vehicle(s) will be in conformity with the public bidding requirements of Ohio Revised Code §§307.86 through 307.92.

Section 4. The Board of Commissioners does hereby approve a Purchase Order for Mathews Kennedy Ford Lincoln Mercury, Inc. from the following Organizational Keys

66211902-5450: \$2,000.00
66211903-5450: \$4,716.60
66211904-5450: \$7,433.17
68011916-5450: \$6,419.76

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

RESOLUTION NO. 07-958

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

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn into Executive Session at 10:20AM.

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

RESOLUTION NO. 07-959

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 10:45AM.

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

RESOLUTION NO. 07-960

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR PENDING LITIGATION:

It was moved by Mr. Evans, seconded by Mr. Ward to adjourn into Executive Session at 10:50AM.

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

RESOLUTION NO. 07-961

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Evans, seconded by Mr. Ward to adjourn out of Executive Session at 11:20 AM.

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

There being no further business the meeting adjourned.

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Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners