

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 20, 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

RESOLUTION NO. 07-986

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 16, 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 16, 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. 07-987

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0817:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0817, and Purchase Orders and Vouchers as listed below:

<u>Po's</u>	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
	Northwoods Consulting Partners	Maintenance Renewal	22411601-5325	\$ 41,977.33
Decreases				
	Meijer's	TANF Dollars	22411602-5215	\$ 40,000.00
Increases				
	WADAD Investments	Troy Road	10011105-5335	\$ 4,000.00
	Nextel	Service	10011105-5330	\$ 4,800.00
	Grace Family Daycare	Day Care	22411610-5348	\$ 4,000.00
	Kindercare Berryleaf	Day Care	22411610-5348	\$ 4,500.00
	Smokey Row Children's	Day Care	22411610-5348	\$ 5,000.00
	Kohl's	TANF Dollars	22411602-5215	\$ 40,000.00
	Yvette Bradley	Day Care	22411610-5348	\$ 10,000.00
	Pomegranate	Residential Treatment	22511607-5342	\$ 655.00
	Kokomo	Residential Treatment	22511607-5342	\$ 2,984.00
	Kokomo	Residential Treatment	22511608-5342	\$ 2,637.00
	United Methodist Children's Home	Residential Treatment	22511608-5342	\$ 12,578.00
	Kindercare	Day Care	22411610-5348	\$ 5,000.00
Vouchers				
	House of New Hope Inc.	Residential Treatment	22511607-5342	\$ 6,702.82
	BP Products N. America	Gasoline/Walker Woods	10011106-522822801	\$ 7,441.33
	BP Products N. America	Gasoline/Service Center	10011106-522822801	\$ 18,407.45
	Blue’s Auto Services	Repair	60111901-5370	\$ 7,359.38
	Trane Company	Storm Damage Hayes	60111901-5370	\$ 9,938.00
Memo Transfer Vouchers				
From	To			
Child Support	Juvenile Court	Court Contract	\$	9,045.39
23711630-5360	10026201-4245			

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

RESOLUTION NO. 07 -988

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Engineer’s Office is requesting that Kurt Simmons and Brett Bergefurd attend an Innovative Stormwater Practices Seminar in Columbus, Ohio August 16, 2007, at the cost of \$50.00.

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The Environmental Services Department is requesting that Chad Antle attend a Management of Solid Waste in Worthington, Ohio August 29, 2007, at the cost of \$60.00.

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

RESOLUTION NO. 07-989

SETTING DATE, TIME AND PLACE FOR THE FINAL HEARING BY THE COMMISSIONERS FOR THE JONES-TIMMS #516 DITCH PROJECT:

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

Whereas, the Board of Commissioners of Delaware County on September 23, 2002, November 4, 2002, January 6, 2003, April 7, 2003 and June 30, 2003, held public hearings and determined the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the reconstruction and improvement of the Jones-Timms #516 Ditch project, and

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

Whereas, the Delaware County Engineer has notified the Commissioners that the plans, reports, and schedules for the construction of the Jones-Timms #516 Ditch are ready for their review and consideration.

Therefore be it Resolved, the Board of County Commissioners of the County of Delaware have fixed the **29th day of October, 2007, at 7:30 PM At The Radnor Community Center 4061 St. Rt. 203 Radnor, Ohio 43066** as the time and place of the final hearing by the Commissioners on the report of the County Engineer.

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

RESOLUTION NO. 07-990

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR OLENTANGY FALLS SECTION 1 AND THE PRESERVES AT SELDOM SEEN:

It was moved by Mr. Ward, seconded by Mr. Jordan to release bonds and letters of credit and accept roads within the following:

Olentangy Falls Section 1

The roadways to be accepted are as follows:

- **Olentangy Falls Boulevard**, to be known as **Township Road Number 1535**
- **Farmstead Lane**, to be known as **Township Road Number 1536**
- **Rambling Brook Way**, to be known as **Township Road Number 1537**
- **Clear Brook Lane**, to be known as **Township Road Number 1538**
- **Elderberry Loop**, to be known as **Township Road Number 1539**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

The Preserves at Seldom Seen

The roadways to be accepted are as follows:

- An addition of 0.27 mile to **Township Road Number 1354, Menderes Drive**
- **Shaffer Drive**, to be known as **Township Road Number 1540**
- **Metler Court**, to be known as **Township Road Number 1541**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

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

RESOLUTION NO. 07-991

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR OLENTANGY FALLS SECTION 1 AND THE PRESERVES AT SELDOM SEEN:

It was moved by Mr. Ward, seconded by Mr. Jordan to establish stop conditions for the following:

Stop Conditions – Olentangy Falls Section 1

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- On Township Road Number 1535, Olentangy Falls Boulevard, at its intersection with County Road Number 123, Hyatts Road
- On Township Road Number 1535, Olentangy Falls Boulevard, at its intersection with Township Road Number 1536, Farmstead Lane
- On Township Road Number 1536, Farmstead Lane, at its intersection with Township Road Number 1535, Olentangy Falls Boulevard
- On Township Road Number 1537, Rambling Way, at its intersection with Township Road Number 1536, Farmstead Lane
- On Township Road Number 1538, Clear Brook Lane, at its intersection with Township Road Number 1539, Elderberry Loop
- On Township Road Number 1539, Elderberry Loop, at its intersection with Township Road Number 1536, Farmstead Lane
- On Township Road Number 1539, Elderberry Loop, at its intersection with Township Road Number 1535, Olentangy Falls Boulevard

Stop Conditions – The Preserves at Seldom Seen

- Establish three conditions on Township Road Number 1354, Menderes Drive, at its intersections with Township Road Number 1540, Shaffer Drive
- On Township Road Number 1540, Shaffer Drive, at its intersection with Township Road Number 121, Seldom Seen Road

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

RESOLUTION NO. 07 -992

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

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

Permit #	Applicant	Location	Type of Work
U07109	AT&T	Tussic Street Road	Place cable/conduit
U07011	Verizon	Liberty Road	Bore road

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

RESOLUTION NO. 07-993

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS AND SUPPLEMENTAL APPROPRIATIONS FOR JUVENILE COURT:

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

Transfer of Appropriation

From	To		
26426303-5201	26426303-5349		
Probation Fund/Office Supplies	Probation Fund/Program Supplies	\$	443.59
26426303-5296	26426303-5349		
Probation Fund/Household Items	Probation Fund/Program Supplies	\$	1,000.00

Supplemental Appropriation

27426313-5001	Crime Victims Grant/Compensation	\$	4,000.00
27426313-5101	Crime Victims Grant/Hospital Insurance	\$	900.00
27426313-5120	Crime Victims Grant/PERS	\$	1,750.00
27426313-5131	Crime Victims Grant/Medicare	\$	200.00

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

RESOLUTION NO. 07-994

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE 911 DEPARTMENT:

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

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Transfer of Appropriation

From	To	
21411306-5450	21411306-5250	
911/Capital Outlay	911/Minor Tools	\$ 10,000.00
Vote on Motion	Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye	

RESOLUTION NO. 07-995

IN THE MATTER OF APPROVING A CONTRACT WITH MOTOROLA CORPORATION FOR TWENTY-FOUR HOUR TECHNICAL SUPPORT AND MAINTENANCE ON THE 800MHZ RADIO SYSTEM :

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

Service Terms and Conditions

Motorola, Inc. (“Motorola”) and the customer named in this Agreement (“Customer”) hereby agree as follows:

Section 1 APPLICABILITY

These Service Terms and Conditions apply to service contracts whereby Motorola will provide to Customer either (1) maintenance, support, or other services under a Motorola Service Agreement, or (2) installation services under a Motorola Installation Agreement.

Section 2 DEFINITIONS AND INTERPRETATION“

Agreement” means these Service Terms and Conditions; the cover page for the Service Agreement or the Installation Agreement, as applicable; and any other attachments, all of which are incorporated herein by this reference. In interpreting this Agreement and resolving any ambiguities, these Service Terms and Conditions take precedence over any cover page, and the cover page takes precedence over any attachments, unless the cover page or attachment states otherwise.

2.1. “Equipment” means the equipment that is specified in the attachments or is subsequently added to this Agreement.

2.2. “Services” means those installation, maintenance, support, training, and other services described in this Agreement.

Section 3 ACCEPTANCE

Customer accepts these Service Terms and Conditions and agrees to pay the prices set forth in the Agreement. This Agreement becomes binding only when accepted in writing by Motorola. The term of this Agreement begins on the “Start Date” indicated in this Agreement.

Section 4 SCOPE OF SERVICES

4.1. Motorola will provide the Services described in this Agreement or in a more detailed statement of work or other document attached to this Agreement. At Customer’s request, Motorola may also provide additional services at Motorola’s then-applicable rates for the services.

4.2. If Motorola is providing Services for Equipment, Motorola parts or parts of equal quality will be used; the Equipment will be serviced at levels set forth in the manufacturer’s product manuals; and routine service procedures that are prescribed by Motorola will be followed.

4.3. If Customer purchases from Motorola additional equipment that becomes part of the same system as the initial Equipment, the additional equipment may be added to this Agreement and will be billed at the applicable rates after the warranty for that additional equipment expires. If Customer removes equipment or services, A 30 day written notice is required. The service or equipment will be removed from the contract on the following month and credit issued to the customer.

4.4. All Equipment must be in good working order on the Start Date or when additional equipment is added to the Agreement. Upon reasonable request by Motorola, Customer will provide a complete serial and model number list of the Equipment. Customer must promptly notify Motorola in writing when any Equipment is lost, damaged, stolen or taken out of service. Customer’s obligation to pay Service fees for this Equipment will terminate at the end of the month in which Motorola receives the written notice.

4.5. Customer must specifically identify any Equipment that is labeled intrinsically safe for use in hazardous environments.

4.6. If Equipment cannot, in Motorola’s reasonable opinion, be properly or economically serviced for any reason, Motorola may modify the scope of Services related to that Equipment; remove that Equipment from the Agreement; or increase the price to Service that Equipment.

4.7. Customer must promptly notify Motorola of any Equipment failure. Motorola will respond to Customer's notification in a manner consistent with the level of Service purchased as indicated in this Agreement.

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Section 5 EXCLUDED SERVICES

5.1. Service excludes the repair or replacement of Equipment that has become defective or damaged from use in other than the normal, customary, intended, and authorized manner; use not in compliance with applicable industry standards; excessive wear and tear; or accident, liquids, power surges, neglect, acts of God or other force majeure events.

5.2. Unless specifically included in this Agreement, Service excludes items that are consumed in the normal operation of the Equipment, such as batteries or magnetic tapes.; upgrading or reprogramming Equipment; accessories, belt clips, battery chargers, custom or special products, modified units, or software; and repair or maintenance of any transmission line, antenna, microwave equipment, tower or tower lighting, duplexer, combiner, or multicoupler. Motorola has no obligations for any transmission medium, such as telephone lines, computer networks, the internet or the worldwide web, or for Equipment malfunction caused by the transmission medium.

Section 6 TIME AND PLACE OF SERVICE

Service will be provided at the location specified in this Agreement. When Motorola performs service at Customer's location, Customer will provide Motorola, at no charge, a non-hazardous work environment with adequate shelter, heat, light, and power and with full and free access to the Equipment. Waivers of liability from Motorola or its subcontractors will not be imposed as a site access requirement. Customer will provide all information pertaining to the hardware and software elements of any system with which the Equipment is interfacing so that Motorola may perform its Services. Unless otherwise stated in this Agreement, the hours of Service will be 8:30 a.m. to 4:30 p.m., local time, excluding weekends and holidays. Unless otherwise stated in this Agreement, the price for the Services exclude any charges or expenses associated with helicopter or other unusual access requirements; if these charges or expenses are reasonably incurred by Motorola in rendering the Services, Customer agrees to reimburse Motorola for those charges and expenses.

Section 7 CUSTOMER Contact

Customer will provide Motorola with designated points of contact (list of names and phone numbers) that will be available twenty-four (24) hours per day, seven (7) days per week, and an escalation procedure to enable Customer's personnel to maintain contact, as needed, with Motorola.

Section 8 PAYMENT

Unless alternative payment terms are stated in this Agreement, Motorola will invoice Customer in advance for each payment period. All other charges will be billed monthly, and Customer must pay each invoice in U.S. dollars within Thirty (30) days of the invoice date. Customer will reimburse Motorola for all property taxes, sales and use taxes, excise taxes, and other taxes or assessments that are levied as a result of Services rendered under this Agreement (except income, profit, and franchise taxes of Motorola) by any governmental entity.

Section 9 WARRANTY

Motorola warrants that its Services under this Agreement will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the Services are completed. In the event of a breach of this warranty, Customer's sole remedy is to require Motorola to re-perform the non-conforming Service or to refund, on a pro-rata basis, the fees paid for the non-conforming Service. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

Section 10 DEFAULT/TERMINATION

10.1. If either party defaults in the performance of this Agreement, the other party will give to the non-performing party a written and detailed notice of the default. The non-performing party will have thirty (30) days thereafter to provide a written plan to cure the default that is acceptable to the other party and begin implementing the cure plan immediately after plan approval. If the non-performing party fails to provide or implement the cure plan, then the injured party, in addition to any other rights available to it under law, may immediately terminate this Agreement effective upon giving a written notice of termination to the defaulting party.

10.2. Any termination of this Agreement will not relieve either party of obligations previously incurred pursuant to this Agreement, including payments which may be due and owing at the time of termination. All sums owed by Customer to Motorola will become due and payable immediately upon termination of this Agreement. Upon the effective date of termination, Motorola will have no further obligation to provide Services.

Section 11 LIABILITY, INDEMNITY, AND INSURANCE

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

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11.2 Motorola shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence with an annual aggregate of not less than \$2,000,000. Motorola shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Motorola shall maintain workers' compensation coverage as required by the laws of the State of Ohio. The Customer, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by this provision. Prior to the commencement of any work under this Agreement, Motorola shall furnish the Customer with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the Customer. Motorola will replace certificates for any insurance expiring prior to completion of work under this Agreement.

11.3 Except losses identified in Section 11.1 of this agreement, Motorola's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of twelve (12) months of Service provided under this Agreement.

11.4 No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account. This limitation of liability will survive the expiration or termination of this Agreement and applies notwithstanding any contrary provision.

Section 12 EXCLUSIVE TERMS AND CONDITIONS

12.1. This Agreement supersedes all prior and concurrent agreements and understandings between the parties, whether written or oral, related to the Services, and there are no agreements or representations concerning the subject matter of this Agreement except for those expressed herein. The Agreement may not be amended or modified except by a written agreement signed by authorized representatives of both parties.

12.2. Customer agrees to reference this Agreement on any purchase order issued in furtherance of this Agreement, however, an omission of the reference to this Agreement will not affect its applicability. In no event will either party be bound by any terms contained in a Customer purchase order, acknowledgement, or other writings unless: the purchase order, acknowledgement, or other writing specifically refers to this Agreement; clearly indicate the intention of both parties to override and modify this Agreement; and the purchase order, acknowledgement, or other writing is signed by authorized representatives of both parties.

Section 13 PROPRIETARY INFORMATION; CONFIDENTIALITY; INTELLECTUAL PROPERTY RIGHTS

13.1. Any information or data in the form of specifications, drawings, reprints, technical information or otherwise furnished to Customer under this Agreement will remain Motorola's property, will be deemed proprietary, will be kept confidential, and will be promptly returned at Motorola's request. Customer may not disclose, without Motorola's written permission or as required by law, any confidential information or data to any person, or use confidential information or data for any purpose other than performing its obligations under this Agreement. The obligations set forth in this Section survive the expiration or termination of this Agreement.

13.2. Unless otherwise agreed in writing, no commercial, financial or technical information disclosed in any manner or at any time by Customer to Motorola will be deemed secret or confidential. Motorola will have no obligation to provide Customer with access to its confidential and proprietary information, including cost and pricing data.

13.3. This Agreement does not grant directly or by implication, estoppel, or otherwise, any ownership right or license under any Motorola patent, copyright, trade secret, or other intellectual property, including any intellectual property created as a result of or related to the Equipment sold or Services performed under this Agreement.

Section 14 FCC LICENSES AND OTHER AUTHORIZATIONS

Customer is solely responsible for obtaining licenses or other authorizations required by the Federal Communications Commission or any other federal, state, or local government agency and for complying with all rules and regulations required by governmental agencies. Neither Motorola nor any of its employees is an agent or representative of Customer in any governmental matters.

Section 15 COVENANT NOT TO EMPLOY

During the term of this Agreement and continuing for a period of two (2) years thereafter, neither party will hire, engage on contract, solicit the employment of, or recommend employment to any third party of any employee of the other party or its subcontractors without the prior written authorization of the other party. This provision applies only to those employees of Motorola or its subcontractors who are responsible for rendering services under this Agreement. If this provision is found to be overly broad under applicable law, it will be modified as necessary to conform to applicable law.

Section 16 MATERIALS, TOOLS AND EQUIPMENT

All tools, equipment, dies, gauges, models, drawings or other materials paid for or furnished by Motorola for the purpose of this Agreement will be and remain the sole property of Motorola. Customer will safeguard all such property while it is in Customer's custody or control, be liable for any loss or damage to this property, and return it to Motorola upon request. This property will be held by Customer for Motorola's use without charge and may be removed from Customer's premises by Motorola at any time without restriction.

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Section 17 GENERAL TERMS

17.1. If any court renders any portion of this Agreement unenforceable, the remaining terms will continue in full force and effect.

17.2. This Agreement and the rights and duties of the parties will be governed and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

17.3. Failure to exercise any right will not operate as a waiver of that right, power, or privilege.

17.4. Neither party is liable for delays or lack of performance resulting from any causes that are beyond that party's reasonable control, such as strikes, material shortages, or acts of God.

17.5. Motorola may assign its rights and obligations, and may subcontract any portion of its performance, under this Agreement.

17.6. THIS AGREEMENT WILL RENEW, FOR AN ADDITIONAL ONE (1) YEAR TERM, ON EVERY ANNIVERSARY OF THE START DATE UNLESS EITHER THE COVER PAGE SPECIFICALLY STATES A TERMINATION DATE OR ONE PARTY NOTIFIES THE OTHER IN WRITING OF ITS INTENTION TO DISCONTINUE THE AGREEMENT NOT LESS THAN THIRTY (30) DAYS OF THAT ANNIVERSARY DATE. At the anniversary date, Motorola may adjust the price of the Services to reflect its current rates.

17.7. If Motorola provides Services after the termination or expiration of this Agreement, the terms and conditions in effect at the time of the termination or expiration will apply to those Services and Customer agrees to pay for those services on a time and materials basis at Motorola's then effective hourly rates.

17.8 Both parties agree that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement. Motorola also agrees that, as an independent contractor, it assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. Neither party by virtue of this Agreement shall have any right, power, or authority to act or create any obligation, express or implied, on behalf of the other party.

17.9 Motorola certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

17.10 Motorola certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Motorola agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.

17.11 Motorola hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

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

Motorola certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code. Motorola certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

17.12 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(I)(1) and (J)(1) are in compliance with the aforementioned provisions. Motorola, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." Failure to complete and submit the required aforementioned certificate/affidavit with the Agreement will prohibit the Customer from entering, proceeding, and/or performing the Agreement. Such certification is attached to this Agreement and by this reference made a part thereof.

FURTHER BE IT RESOLVED, that the Board of Commissioners approves a Purchase Order Request for \$258,280.00 from 21411306-5325 to Motorola.

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

RESOLUTION NO. 07-996

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Recommendation to promote Gregory Bates to a Social Services Worker II with the Department of Job and Family Services; effective date August 20, 2007.

Recommendation to hire Ashley Wyatt as a Social Services Worker II with the Department of Job and Family Services; effective date September 4, 2007.

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

RESOLUTION NO. 07-997

IN THE MATTER OF APPROVING THE NEW JOB POSITION AND JOB DESCRIPTION FOR A SOCIAL SERVICE WORKER II – SCREENER WITH THE DEPARTMENT OF JOB AND FAMILY SERVICES:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the job description for a Social Service Worker II – Screener with the Department of Job and Family Services.

(Job description on file in the Administrative Services Department).

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

RESOLUTION NO. 07-998

IN THE MATTER OF AMENDING CHILD CARE SERVICES CONTRACTS BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES; THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS AS LISTED:

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

Darlene Hill

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 2

This amendment, effective July 1, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Darlene Hill entered into on the 1st day of January, 2007.

I. Article 4. Cost and Delivery of Purchased Services:

(1)	<u>Basic Rates:</u>			
		Full Time	Part Time	Hourly
	Infants	\$ 114.00	\$ 81.65	\$ 2.50
	Toddler	\$ 115.07	\$ 80.41	\$ 2.50
	Preschool	\$ 111.07	\$ 82.04	\$ 2.50
	School-age	\$ 104.30	\$ 69.12	\$ 2.00
	Summer School-age	\$ 108.00	\$ 85.49	\$ 2.50

Shelly Heuser

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 2

This amendment, effective July 1, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Shelly Heuser entered into on the 1st day of January, 2007.

II. Article 4. Cost and Delivery of Purchased Services:

(1)	<u>Basic Rates:</u>			
		Full Time	Part Time	Hourly
	Infant	\$ 137.69	\$ 97.84	\$ 5.09
	Toddler	\$ 125.00	\$ 94.18	\$ 4.88
	Preschool	\$ 125.00	\$ 83.02	\$ 4.63
	School-age	\$ 126.00	\$ 72.00	\$ 3.55

Bobi Batho

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AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 1

This amendment, effective July 1, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Bobi Batho entered into on the 1st day of January, 2007.

III. Article 4. Cost and Delivery of Purchased Services:

(1)	<u>Basic Rates:</u>				
		Full Time	Part Time	Hourly	
	Infants	\$ 114.00	\$ 81.65	\$ 2.99	
	Toddlers	\$ 115.07	\$ 80.41		\$ 3.00
	Preschool	\$ 111.07	\$ 82.04	\$ 2.82	
	School-age	\$ 104.30	\$ 69.12	\$ 2.93	
	Summer				
	School-age	\$ 108.78	\$ 85.49	\$ 2.93	

Paula Smith

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 2

This amendment, effective July 1, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Paula Smith entered into on the 1st day of January, 2007.

IV. Article 4. Cost and Delivery of Purchased Services:

(1)	<u>Basic Rates:</u>			
		Full Time	Part Time	Hourly
	Infant	\$ 114.00	\$ 81.65	\$ 2.99
	Toddler	\$ 115.07	\$ 80.41	\$ 3.00
	Preschool	\$ 111.07	\$ 82.04	\$ 2.82
	School-age	\$ 104.30	\$ 69.12	\$ 2.93
	Summer School-age	\$ 108.78	\$ 85.00	\$ 2.93

Kindercare/96 Neverland Dr

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT
AMENDMENT NO. 2

This amendment, effective May 27, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare/96 Neverland Dr. entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

(1)	<u>Basic Rates:</u>			
		Full Time	Part Time	Hourly
	Infant	\$ 224.59	\$ 165.00	\$ 9.20
	Toddler	\$ 196.77	\$ 139.44	\$ 8.56
	Preschool	\$ 167.41	\$ 107.71	\$ 6.13
	Schoolage	\$ 111.91	\$ 82.24	\$ 5.74
	Before & After	\$ 111.30	\$ 82.24	\$ 5.74
	Before or After	\$ 101.85	\$ 82.24	\$ 5.74
	Schoolage Summer	\$ 161.49	\$ 109.53	\$ 6.72
	(summer rates are only for the summertime off school, only used during the months of: May, June, July, August and September).			

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

RESOLUTION NO. 07-999

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDER EPWORTH PRESCHOOL:

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

BASIC RATES

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Full-time Week for Licensed Center and Type A Providers: 25 to 60 hours

Hourly: Paid after 60 hours

Part-time Week for Center and Type A Providers: 8 hours to 24.9 hours

Hourly Paid for .1 hour to 7.9 hours

Full-time Week for Certified Type B Home Providers: 25 hours to 50 hours

Hourly: Paid after 50 hours

Part-time Week for Home Providers: 8 hours to 24.9 hours

Hourly Paid for .1 hour to 7.9 hours

Child Care Provider		Full	Part Time	Hourly
Epworth Preschool 249 E. Center Street Marion, Ohio 43302	Infant	\$143.87	\$ 106.17	\$ 5.74
	Toddler	\$129.58	\$ 92.67	\$ 5.52
	Preschool	\$114.58	\$ 83.91	\$ 4.30
	Schoolage	\$ 75.00	\$ 72.39	\$ 4.00
	School Summer	\$107.00	\$ 76.27	\$ 4.00

(A copy of this contact is available in the Commissioners’ Office until no longer of Administrative Value).

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

RESOLUTION NO. 07-1000

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND A NEW LEAF, HOUSE OF NEW HOPE, THE VILLAGE NETWORK, AND SPECIALIZED ALTERNATIVES FOR FAMILIES AND YOUTH OF OHIO, INC. FOR CHILD PLACEMENT SERVICES:

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

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
A New Leaf 221 Tarlton Road Circleville, Ohio 43113	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
House Of New Hope 8135 Mt. Vernon Road St. Louisville, Ohio 43071	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
The Village Network P.O. Box Smithville, Ohio 44677	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
Specialized Alternatives For Families And Youth Of Ohio, Inc (SAFY)	A. Maintenance B. Administration

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10100 Elida Road Delphos, Ohio 45833	C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
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(A Copy of each of these contacts is available in the Commissioners’ Office until no longer of Administrative Value).

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

RESOLUTION NO. 07-1001

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR GOLD’S GYM:

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:

Golds’s Gym 105 feet of 8-inch sewer 2 manholes

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

RESOLUTION NO. 07-1002

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR OLENTANGY EASTSIDE CROSSINGS COMMERCIAL ACCESS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve sanitary sewer plan for Olentangy Crossings Eastside Commercial Extension Subdivision for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 07-1003

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR THE OLENTANGY CROSSINGS EASTSIDE COMMERCIAL EXTENSION SUBDIVISION:

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

Olentangy Crossings Eastside Commercial Extension Subdivision

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 20th day of August 2007, by and between Lewis Center LLC, Inc. SUBDIVIDER, as evidenced by the **Olentangy Crossings Eastside Commercial Extension 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 (\$36,873.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements. The bond, certified check, irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY at the completion of construction.

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

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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 \$4,400.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall subtract from the above sum an amount equal to three and one-half percent (3½%) of the construction cost of the IMPROVEMENTS for plan review. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$75.00
CAMERA TRUCK \$150.00

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

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

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

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

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

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

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

Alan Lusk is resigning his position with the Water Reclamation Department; effective date September 5, 2007.

Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Aye
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IN THE MATTER OF AWARDDING THE BIDS FOR VARIOUS CHEMICALS AND POLYMERS (DCRSD 07-2) FOR DELAWARE COUNTY DIVISION OF ENVIRONMENTAL SERVICES:

Whereas, the County received public bids for various chemicals and polymers (Bid # DCRSD 07-2) on June 27, 2007.

Whereas, the bid submittals were evaluated for the lowest and best bids by the staff of the Regional Sewer District.

Therefore be it resolved that the bids for Various Chemicals and Polymers be awarded to lowest and best bidders as identified below:

Bid Item # 1: Sodium Hypochlorite: KOK Chemicals, Inc – \$0.7037 per pound.

Bid Item # 2: Ferric Chloride: Kemira, Inc. - \$0.227 per pound.

Bid Item # 4: Polymer Emulsion, ACWRF Belt Filter Press: Polydyne, Inc. - \$0.97 per pound.

Bid Item # 5: Polymer Emulsion, ACWRF Gravity Belt Thickener: Tidewater Products, Inc. at \$1.13 per pound.

Bid Item # 6: Polymer Emulsion, OECC Gravity Belt Thickener: – Polydyne, Inc. at \$0.97 per pound.

Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Aye
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IN THE MATTER OF SETTING DATE AND TIME FOR PUBLIC HEARING #2 FOR THE KROGER PROJECT:

Whereas, a public hearing will be held on **Tuesday, September 4, 2007, at 7:30 pm** in the County Commissioners' Office located at 101 North Sandusky Street in Delaware, Ohio. This hearing is needed to consider using Revolving Loan Funds for off-site infrastructure for the Kroger project in Sunbury.

Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Aye
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IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE 911 DEPARTMENT:

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

Supplemental Appropriation

21411306-5345	911/Safety and Security	\$ 200,000.00
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Further Be It resolved, that the Commissioners approve a Purchase Order Request and voucher in the amount of \$333,587.92 (21411306-5345) to the City of Delaware.

Vote on Motion	Mr. Ward	Aye	Mr. Jordan	Aye	Mr. Evans	Aye
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RESOLUTION NO. 07-1008

IN THE MATTER OF APPOINTING JERRY HESTON AS THE FISCAL OFFICER OF THE BICENTENNIAL COMMITTEE:

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

WHEREAS, Delaware County will be celebrating its 200th anniversary in 2008, and

WHEREAS, with Resolution No. 06-185 the Delaware County Commissioners established a commission to organize, plan and coordinate a celebration and commemoration of the County’s 200th anniversary which will involve all Delaware Countians, and

WHEREAS, the Bicentennial Committee is in need of a Fiscal Officer,

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

Section I. that the Delaware County Commissioners appoint Jerry Heston As The Fiscal Officer of the Bicentennial Committee.

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

RESOLUTION NO. 07-1009

IN THE MATTER OF ALLOWING AN APPLICATION TO AMEND THE PETITION FOR THE DEWITT, WHITNEY #520 WATERSHED, PETITIONED FOR BY RICHARD MCCORMICK, ET AL:

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

WHEREAS, pursuant to Chapter 6131 of the Ohio Revised Code, Richard McCormick, et al., filed a petition with the Clerk of the Board of Commissioners on May 22, 2007 in favor of certain improvements to the “DeWitt, Whitney #520 Watershed”; and

WHEREAS, the county’s records are ambiguous with respect to the existing improvements constituting the “DeWitt, Whitney #520 Watershed”; and

WHEREAS, the watershed commonly referred to as the “DeWitt, Whitney #520 Watershed” includes an existing improvement labeled in some official records as the “Whitney #44” ditch/tile; and

WHEREAS, James Paxton, who was not a petitioner, was listed in the petition as an owner of land that will be benefited or damaged by the completion of the proposed improvement; and

WHEREAS, on August 15, 2007, Mr. Paxton, residing in the part of the watershed more specifically referred to as the “Whitney #44” ditch/tile, filed an Application for Amendment of the petition to include improvements to the “Whitney #44” ditch/tile, pursuant to section 6131.05 of the Ohio Revised Code; and

WHEREAS, the Board of Commissioners had, on August 13, 2007, held a view of the proposed improvements, including a view of potential improvements to the “Whitney #44” ditch/tile; and

WHEREAS, no further view of the petitioned for improvements is necessary under section 6131.10 of the Ohio Revised Code; and

WHEREAS, the Board of Commissioners has complied with the notice requirements in section 6131.07 of the Ohio Revised Code; and

WHEREAS, no additional owners of land will be benefited or damaged by allowing the Application for Amendment; and

WHEREAS, the Application for Amendment serves only as clarification of the original petition;

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY HEREBY RESOLVES AS FOLLOWS:

Section 1. The Application for Amendment of the Petition for the DeWitt, Whitney #520 Watershed (“the Petition”) is hereby allowed, pursuant to section 6131.05 of the Ohio Revised Code.

Section 2. The Petition shall be amended to specifically include, but not be limited to, the existing

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improvements known as the DeWitt, Whitney #520 and the Whitney #44 ditches/tiles.

Section 3. This Amendment serves only as clarification of the original petition, does not require additional notice under section 6131.07 of the Ohio Revised Code, and does not require an additional view under section 6131.10 of the Ohio Revised Code.

(Dewitt Maps labeled Exhibits A and B available in the Commissioners Office until no longer of Administrative Value).

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

RESOLUTION NO. 07-1010

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 9:30AM.

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

RESOLUTION NO. 07-1011

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 10:10AM.

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

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward