

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 4, 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

- 1:00 PM Prosecutor Session- canceled
- 7:00 PM Regular Business
- 7:30 PM Public Hearing # 2 To Consider The Funding Of Delaware County’s Revolving Loan Fund (RLF) For Infrastructure Improvements For Sunbury Kroger Shopping Center Project

RECESS UNTIL 7:00PM

PUBLIC COMMENT

RESOLUTION NO. 07-1067

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 30, 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 30, 2007 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 07-1068

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0904:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0904 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO’s			
Increases			
Winona Daquila	Day Care	22411610-5348	\$ 5,000.00
Kindercare Hard Rd.	Day Care	22411610-5348	\$ 5,000.00
Delaware Cab	Program Services	22411601-5355	\$ 5,000.00
Jelly Bean Junction	Day Care	22411610-5348	\$ 5,000.00
Starr Commonwealth	Residential Treatment	22511608-5342	\$ 42,000.00
Pomegranate	Residential Treatment	22511608-5342	\$ 60,000.00
Bridgeway	Residential Treatment	22511608-5342	\$ 23,000.00
Berea	Residential Treatment	22511608-5342	\$ 500.00
Ohio Department Job & Family	Unemployment	10011108-5370	\$ 5,000.00
Jobs for Ohio Grads	Tanf Services	22411601-5348	\$ 105,000.00
Arleen Sunklle	Day Care	22411610-5348	\$ 14,000.00
Arleen Sunklle	Day Care	22411610-5348	\$ 3,000.00
Learning Center Worthington	Day Care	22411610-5348	\$ 30,000.00
Shelly Heuser	Day Care	22411610-5348	\$ 5,000.00
Helpline	Tanf Services	22411603-5348	\$ 15,000.00
General Body Shop	Repairs	60111901-5370	\$ 4,500.00
Vouchers			
Del Union Ed. Serv. Cntr.	TANF After School Program	22411601-5348	\$ 16,702.77
United Methodist Children's Home	Residential Treatment	22511607-5342	\$ 11,279.97
United Methodist Children's Home	Residential Treatment	22511608-5342	\$ 9,549.00
Pomegranate Health systems	Residential Treatment	22511607-5342	\$ 9,450.00
Thomas Glass	Windows CFOA	43111424-5410	\$ 34,833.62
Williams Insurance	Builders Risk Ins.	43111424-5410	\$ 8,569.00
Pitney Bowes	Postage for Mail Machine	10011105-5331	\$ 20,000.00
Ameritas Group Dental	Aug Premiums	75010903-5370	\$ 19,731.64
Prudential Group Life	Aug 2007 LTD Premiums	60111901-5370	\$ 7,534.31
Prudential Group Life	July 2007 LTD Premiums	60111901-5370	\$ 7,187.37
Jobs For Ohio Grads	Job Services	22411601-5348	\$ 15,114.13

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Jobs For Ohio Grads	Job Services	22411601-5348	\$ 10,950.00
Motorola Inc	Tech Support Radios	21411306-5325	\$ 258,279.40
Adventure Academy	Day Care	22411610-5348	\$ 6,344.00
Liberty Community Center	Day Care	22411610-5348	\$ 14,655.38
Child Care Unlimited	Day Care	22411610-5348	\$ 9,931.55
Learning Center	Day Care	22411610-5348	\$ 6,114.20
Learning Center	Day Care	22511607-5348	\$ 243.89

Memo Transfer vouchers

From	To		
Commissioners	Board Developmental Dis.	County Home	\$ 6,250.00
10011501-5350	29519000-4539	Closing	

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

RESOLUTION NO. 07 -1069

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Auditor’s Office is requesting that Dedra Hall attend a Preparing for Year End and 2008 Seminar in Columbus, Ohio November 9, 2007, at the cost of \$403.00

The Department of Job and Family Services is requesting that Angela Thomas, Mona Reily and Jackie Culberston attend a Fiscal Seminar at the Quest Training Center (Columbus) September 5, 2007, at the cost of \$297.00.

The Child Support Enforcement Agency is requesting that Regina Prouty, Elizabeth Hart, Christine Dobrovich, Kelly Mills, Adeana Gray, Sandee Pinnick and Sharon Cole attend the OCDA Fall Training Conference in Columbus, Ohio September 20-21, 2007 at the cost of \$600.00.

The Administrative Services Department is requesting that Terry Conant attend an Ohio Dog Warden Association Meeting in Crawford County September 19, 2007, at no cost.

The Administrative Services Department is requesting that Darryl Evans attend an Animal Disaster Planning Seminar in Marysville, Ohio September 27, 2007, at no cost.

Juvenile Court is requesting that Frank Darr attend a Judicial College Training in Columbus, Ohio November 1, 2007, at no cost.

Juvenile Court is requesting that Teresa Tackett, Sue Katherman, Carole Barnhardt and Amanda Weiss attend a 2007 meeting for Court Personnel in Columbus, Ohio October 11, 2007, at no cost.

Juvenile Court is requesting that Katie Murray attend a Impact Of Trauma and Loss on Youth Training in Columbus, Ohio October 10, 2007, at the cost of \$55.00.

Juvenile Court is requesting that Jim Little attend a 2007 Probate Conference for Investigators in Columbus, Ohio October 1, 2007, at the cost of \$160.00.

Juvenile Court is requesting that Frank Darr and Sharon McCollister attend an Abuse, Neglect and Dependency Training in Union County October 19, 2007, at no cost.

The Engineer’s Office is requesting that Chris McGrew and Ron Ford attend an Ohio County Superintendent and Mechanics Conference in Mt. Sterling, Ohio October 24-25, 2007, at the cost of \$410.00.

The Engineer’s Office is requesting that Pat Blayney, Doug Riedel, Erik Mackling, Ryan Mraz, Rob Riley, and Andrew Fortman attend an Ohio Transportation Engineering Conference in Columbus, Ohio October 23-24, 2007, at the cost of \$600.00.

The Administrative Services Department is requesting that Dawn Huston attend a Workers Compensation Conference in Columbus, Ohio September 18, 2007, at the cost of \$6.00.

The Sheriff’s Office is requesting that Brook Hike attend a Certification Update Training in Indianapolis, Indiana September 10-14, 2007, at the cost of \$175.00.

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

RESOLUTION NO. 07-1070

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

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

Transfer of Appropriation						
From		To				
28631311-5349		28631311-5001				
LEAP Grant/Program Services		LEAP Grant/Compensation		\$	2,500.00	
28631311-5349		28631311-5004				
LEAP Grant/Program Services		LEAP Grant/Overtime		\$	500.00	
28631311-5349		28631311-5101				
LEAP Grant/Program Services		LEAP Grant/Insurance		\$	4,500.00	
28631311-5349		28631311-5120				
LEAP Grant/Program Services		LEAP Grant/PERS		\$	450.00	
28631311-5349		28631311-5131				
LEAP Grant/Program Services		LEAP Grant/Medicare		\$	50.00	
Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Aye

RESOLUTION NO. 07 -1071

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

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

Permit #	Applicant	Location	Type of Work
U07119	American Electric Power	North Galena Road	Relocate power poles
U07121	Del-Co Water	Fontanelle Road	Install road bore & bury waterline
U07122	Del-Co Water	Ostrander Road	Install road bore & bury waterline
U07123	Del-Co Water	Woodtown Road	Install road bore
U07124	American Electric Power	Rome Corners Road	Bore road
U07125	Verizon	Wilson Road	Place poles and aerial cable

Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Aye
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RESOLUTION NO. 07-1072

SETTING BID OPENING DATE AND TIME FOR THE CHESHIRE ROAD CAUSEWAY
PROJECT:

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

Public Notice
Advertisement for Bids

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10:00 AM, Tuesday, September 25, 2007 for the Cheshire Road Causeway Project.

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked “Cheshire Road Causeway Project”. Bids shall be accompanied by a Bid Bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project.

Copies of the plans and specifications are on file at:

Delaware County Engineer’s Office
50 Channing Street
Delaware, Ohio 43015

Cost for each set of plans & specifications are \$50 and the cost is not-refundable.

This is a prevailing wage contract in accordance with the federal Davis-Bacon Wage Laws. Bidders shall comply with all applicable provisions of the federal prevailing wage laws.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of bids will be determined by the Delaware County Board of Commissioners in the best interest of the County and, they reserve the right to reject any or all bids.

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

RESOLUTION NO. 07-1073

IN THE MATTER OF APPROVING A CONTRACT WITH MARILYN KORTHALS FOR RIGHT
OF WAY ACQUISITION FOR THE HOME ROAD GRADE SEPARATION PROJECT:

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

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
(WITHOUT BUILDINGS)

P A R C E L S : 2 4 W D V
DEL-CR 124-4.1 1

This Agreement is by and between the Board of Commissioners, Delaware County, Ohio, [hereinafter "Purchaser"] and Marilyn Korthals, unmarried [hereinafter "Seller"; "Seller" includes all of the foregoing named persons or entities].

In consideration of the mutual promises, agreements, and covenants herein contained, the parties hereto do hereby contract as follows:

I. **Price and Consideration**

Purchaser shall pay to Seller the sum of \$73,921.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property, and (e) *other items*.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest; and all other real estate taxes and assessments that are a lien as of the date on which this contract closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. The Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. **Estate Sold And Deed To Transfer**

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles, and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed

with, if applicable, full release of dower; in the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles, and estates with, if applicable, full release of dower.

3. **Limited Access Parcels - Waiver of Abutters' Rights**

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from, and to the property described in Exhibit A.

4. **Supplemental Instruments**

Seller agrees to execute any and all supplemental instruments necessary for the construction and maintenance of the subject highway project over, across, or upon the property described in Exhibit A.

5. **Warranty of Title**

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. **Elimination of Others' Interests**

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and

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deliver to Purchaser releases and cancellations of any and all other rights, titles, and interests in the property described in Exhibit A, such as, but not limited to those belonging to tenants, lessees, mortgagees, or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

7. **No Change in Character of Property**

Seller shall not change the existing character of the land, or alter, remove, destroy, or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration, or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser may, at its option after discovery or notification of such damage, change, alteration, or destruction, terminate, cancel, and void this Agreement upon written notice to Seller.

8. **Offer to Sell**

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by the Seller that shall remain open for acceptance by Purchaser for a period of thirty (30) days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within the said period of thirty (30) days, this Agreement shall constitute and be a valid Contract For Sale And Purchase Of Real Property that is binding upon all parties hereto.

9. **Designation of Escrow Agent**

Seller agrees that Purchaser may designate an escrow agent to act on behalf of both parties in connection with the consummation and closing of this Agreement.

10. **Closing Date**

The consummation and closing of this Agreement shall occur at such time and place as the parties may agree, but no later than ten (10) days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than one hundred twenty (120) days after the last date on which one of the parties hereto executes this Agreement.

11. **Physical Possession of Land and Improvements**

Physical possession of the land and improvements shall be surrendered by Seller not later than the date on which payment of the purchase price is tendered by Purchaser.

12. **Control of Property Occupied by Seller's Tenant(s)**

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date on which payment of the purchase price is tendered by Purchaser, and from that date forward Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenants. If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price was tendered by Purchaser and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. **Binding Agreement**

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. **Multiple Originals**

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. **Entire Agreement**

This instrument contains the entire agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon either party.

16. **Amendments and Modifications**

No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is made in writing, cites this Agreement, and is signed by Seller and Purchaser.

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

RESOLUTION NO. 07-1074

IN THE MATTER OF APPROVING A CONTRACT WITH DAVID AND DEE HARRIS FOR RIGHT

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OF WAY ACQUISITION FOR THE HOME ROAD GRADE SEPARATION PROJECT:

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

**CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITHOUT BUILDING(S)
PARCELS: 15 WDV,TV
DEL-CR 124-4.11**

This Agreement is by and between the Board of Commissioners, Delaware County, Ohio, [hereinafter "Purchaser"] and David E. Harris and Dee Kathleen Harris, married [hereinafter "Seller"]; "Seller" includes all of the foregoing named persons or entities].

In consideration of the mutual promises, agreements, and covenants herein contained, the parties hereto do hereby contract as follows:

1. Price and Consideration

Purchaser shall pay to Seller the sum of \$59,211.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest; and all other real estate taxes and assessments that are a lien as of the date on which this contract closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. The Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold And Deed To Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles, and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower: in the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles, and estates with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from, and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments necessary for the construction and maintenance of the subject highway project over, across, or upon the property described in Exhibit A.

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions, and covenants of record; (b) all legal highways; (c) zoning and building laws, ordinances, rules, and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles, and interests in the property described in Exhibit A, such as, but not limited to those belonging to tenants, lessees, mortgagees, or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

7. No Change in Character of Property

Seller shall not change the existing character of the land, or alter, remove, destroy, or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration, or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the

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condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser may, at its option after discovery or notification of such damage, change, alteration, or destruction, terminate, cancel, and void this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by the Seller that shall remain open for acceptance by Purchaser for a period of thirty (30) days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon Purchaser's acceptance and execution of this Agreement within the said period of thirty (30) days, this Agreement shall constitute and be a valid Contract For Sale And Purchase Of Real Property that is binding upon all parties hereto.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of both parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the parties may agree, but no later than ten (10) days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than one hundred twenty (120) days after the last date on which one of the parties hereto executes this Agreement.

11. Physical Possession of Land and Improvements

Physical possession of the land and improvements shall be surrendered by Seller not later than the date on which payment of the purchase price is tendered by Purchaser.

12. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date on which payment of the purchase price is tendered by Purchaser, and from that date forward Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenants. If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price was tendered by Purchaser and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. Entire Agreement

This instrument contains the entire agreement between the parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other- than herein set forth, shall be binding upon either party.

16. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the parties unless it is made in writing, cites this Agreement, and is signed by Seller and Purchaser.

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

RESOLUTION NO. 07-1075

IN THE MATTER OF APPROVING A CONTRACT WITH RICK AND MARCI AKERS FOR
RIGHT OF WAY ACQUISITION FOR THE HOME ROAD GRADE SEPARATION PROJECT:

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

CONTRACT FOR SALE AND PURCHASE OF REAL PROPERTY
WITHOUT BUILDING(S)
PARCELS: 14 WDV,TV
DEL-CR 124-4.1 1

This Agreement is by and between the Board of Commissioners, Delaware County, Ohio, [hereinafter "Purchaser"] and Rick Akers and Marci A. Akers, married [hereinafter "Seller"; "Seller" includes all of the foregoing named persons or entities].

In consideration of the mutual promises, agreements, and covenants herein contained, the parties hereto do hereby contract as follows:

1. Price and Consideration

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Purchaser shall pay to Seller the sum of \$34,056.00, which sum shall constitute the entire amount of compensation due Seller for: (a) the real property to be conveyed including all fixtures; (b) any and all damages to any residual lands of Seller; (c) Seller's covenants set forth herein; (d) any and all supplemental instruments reasonably necessary to transfer the title of the subject property.

Seller shall be exclusively responsible for all delinquent taxes and assessments, including penalties and interest; and all other real estate taxes and assessments that are a lien as of the date on which this contract closes. The taxes and assessments for the current calendar year shall be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever is earlier in time. Seller shall be responsible for any and all future installments of any special assessments levied and assessed against the real property, whether or not any such special assessment has been certified to the county auditor for collection, provided that such installments of special assessments shall be a lien on the subject real property as of the date of transfer of title. The Purchaser may withhold in escrow a sufficient amount of the purchase money to satisfy the foregoing items to be paid by Seller; any balance remaining after such taxes, assessments, etc., are discharged shall be paid to Seller and any deficiency shall be the responsibility of Seller.

2. Estate Sold And Deed To Transfer

Seller, upon fulfillment of all the obligations and terms of this Agreement, shall sell and convey to Purchaser, its successors and assigns, the property which is more particularly described in Exhibit A attached hereto and by this reference incorporated herein, together with all improvements now located thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles, and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower; in the event the rights, titles, and estates described in Exhibit A thereon and all fixtures of every nature now attached to or used with said land and improvements including, but not limited to, driveways, signs, utility fixtures, shrubbery and trees.

If the rights, titles and estates described in Exhibit A constitute the fee simple in, to and of the real property, then such sale and conveyance by Seller shall be by a good and sufficient general warranty deed with, if applicable, full release of dower. In the event the rights, titles, and estates described in Exhibit A constitute something less than the fee simple of the real property, then such sale and conveyance by Seller shall be by a good and sufficient deed or other instrument regularly and ordinarily used to transfer such lesser rights, titles and estates with, if applicable, full release of dower.

3. Limited Access Parcels - Waiver of Abutters' Rights

If the property described in Exhibit A is designated by Purchaser as a limited access parcel, then Seller further agrees to release to Purchaser, its successors and assigns, any and all abutters' rights, including access rights, appurtenant to any remaining lands of Seller (from which the property described in Exhibit A is being severed) in, over, on, from and to the property described in Exhibit A.

4. Supplemental Instruments

Seller agrees to execute any and all supplemental instruments or documents necessary to vest Purchaser with the rights, titles and interests described in Exhibit A.

5. Warranty of Title

Seller shall, and hereby does, warrant that the property described in Exhibit A is free and clear from all liens and encumbrances whatsoever, except: (a) easements, restrictions, conditions and covenants of record, (b) all legal highways; (c) Zoning and building laws, ordinances, rules and regulations; and (d) any and all taxes and assessments not yet due and payable.

6. Elimination of Others' Interests

Seller shall assist, in whatever manner reasonably possible under the circumstances, to procure and deliver to Purchaser releases and cancellations of any and all other rights, titles and interests in the property described in Exhibit A, such as, but not limited to, those belonging to tenants, lessees, mortgagees or others now in possession or otherwise occupying the subject premises, and all assessment claims against said property.

7. No Change in Character of Property

Seller shall not change the existing character of the land or alter, remove, destroy or change any improvement located on the property described in Exhibit A. If, prior to the date on which possession of the subject property is surrendered to Purchaser, the subject property suffers any damage, change, alteration or destruction then, and without regard to the cause thereof, Seller shall restore the subject property to the condition it was in at the time Seller executed this Agreement; in the alternative, Seller may agree to accept the abovementioned purchase price less the costs associated with such restoration. If the Seller refuses to either restore the premises or accept the decreased consideration as aforementioned, then Purchaser, at its option after discovery or notification of such damage, change, alteration or destruction, may terminate and cancel this Agreement upon written notice to Seller.

8. Offer to Sell

If Seller executes this Agreement prior to Purchaser, then this Agreement shall constitute and be an Offer to Sell by Seller that shall remain open for acceptance by Purchaser for a period of 20 days immediately subsequent to the date on which Seller delivers such executed Agreement to Purchaser. Upon

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Purchaser's acceptance and execution of this Agreement within said period of 20 days, this Agreement shall constitute and be a valid Contract For Sale And Purchase Of Real Property that is binding upon the Parties.

9. Designation of Escrow Agent

Seller agrees that Purchaser may designate an escrow agent to act on behalf of the Parties in connection with the consummation and closing of this Agreement.

10. Closing Date

The consummation and closing of this Agreement shall occur at such time and place as the Parties may agree, but no later than 10 days after Purchaser notifies Seller in writing that Purchaser is ready to consummate and close this Agreement. Provided, however, in no event shall such consummation and closing occur more than 120 days after the last date on which one of the Parties executes this Agreement.

11. Physical Possession of Land and Improvements

Seller shall surrender physical possession of the land and improvements to Purchaser not later than the date on which Purchaser tenders the purchase price to Seller.

12. Control of Property Occupied by Seller's Tenant(s)

Control of property occupied by Seller's tenant(s) shall be assumed by Purchaser on the date Purchaser tenders the purchase price to Seller. From that date forward, Purchaser shall be entitled to collect and retain as its own funds any and all rental payments thereafter made by such tenant(s). If any rents due under the lease(s) with Seller have been prepaid by Seller's tenant(s), then said prepaid rents shall be prorated to the date on which the purchase price is tendered by Purchaser, and said prepaid rents shall be paid to Seller and Purchaser in accordance with such proration.

13. Binding Agreement

Any and all of the terms, conditions and provisions of this Agreement shall be binding upon and shall inure to the benefit of Seller and Purchaser and their respective heirs, executors, administrators, successors and assigns.

14. Multiple Originals

This Agreement may be executed in two or more counterparts, each of which will be deemed an original, but all of which together shall constitute but one and the same instrument.

15. Entire Agreement

This instrument contains the entire agreement between the Parties, and it is expressly understood and agreed that no promises, provisions, terms, warranties, conditions or obligations whatsoever, either express or implied, other than herein set forth, shall be binding upon either Seller or Purchaser.

16. Amendments and Modifications

No amendment or modification of this Agreement shall be valid or binding upon the Parties unless it is made in writing, cites this Agreement and is signed by Seller and Purchaser.

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

RESOLUTION NO. 07-1076

IN THE MATTER OF APPROVING THE UPDATED DITCH INSPECTION REPORT FOR 2007 AND
ESTABLISHING PERCENTAGE OF MAINTENANCE ASSESSMENTS FOR 2008:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the updated 2007 Ditch Inspection Report and establish percentage of maintenance assessments for 2008, as follows:

COUNTY 2008 TAXES

<u>Ditch Name</u>	<u>Ditch #</u>	<u>Percent</u>
3 B's and K Storage	0707	3.0%
Coomer Lateral A Joint County	0717	3.0%
Coomer Main Joint County	0716	4.5%
Glen Oak Section 6	0714	2.0%
Gooding Boulevard	0718	2.5%
Greyland Estates Sec 1 A & B	0713	2.0%
Heiselt Trace	0705	2.5%
Hidden Oaks	0712	2.0%
Highland Lakes N 3	0711	2.5%
Manor at Willow Bend	0710	2.0%
North Orange Section 1	0701	2.0%

North Orange Section 1 phase 1 Lot 5578	0709	2.0%
Old Kingston	0718	5.5%
Primmer #1	0702	5.0%
Primmer #1 Lateral 3	0703	3.0%
Primmer #1 Neilson #140	0704	3.0%
Primrose School	0706	2.0%
Riverby 2-3-4	0719	2.5%

General Information

1. Name and number of group
2. Type of group: O=Open Ditch T=Tile ST= Storm Tile
 B=Basin S=Swale W / W=Waterway
 S / D=Surface Drain
3. Balance of money as of August 1, 2007

1. Brush and Cattails:
If need to be sprayed
2. Seed marked in lbs.
3. Pipe marked as number needing to be replaced
4. Cost of project to do work
5. Assessment column has percent collected and projected income for 2008

(A copy of the report is available for review at the Commissioners Office until no longer of administrative value).

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

RESOLUTION NO. 07 -1077

IN THE MATTER OF DECLARING SEPTEMBER WORKFORCE SERVICES MONTH:

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

WHEREAS, a qualified and well-trained workforce is critical to sustained growth, competitiveness, and prosperity; and

WHEREAS, Delaware's Workforce Development System is successfully connecting workers and employers to meet the demands of a changing world economy; and

WHEREAS, Delaware's business-driven and customer-centered Workforce Development System helps employers meet their workforce needs and provides Delaware residents with the ability to plan their careers and find employment to which they are best suited; and

WHEREAS, events and activities will be underway throughout the month of September showcasing the local resources available to connect job seekers, employers and community partners; and

WHEREAS, through partnerships that comprise the Delaware JobNetwork One Stop Services, Delaware is creating a premier Workforce Development System contributing to Ohio's economic competitiveness in the world economy;

NOW, BE IT THEREFORE, RESOLVED

the Delaware County Commissioners do hereby join Governor Strickland in proclaiming

September as Workforce Month in Delaware County and the State of Ohio

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

RESOLUTION NO. 07-1078

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:

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

Kindercare-6036 Tara Hill

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

This amendment, effective July 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare-6036 Tara 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
	Infant	\$ 212.00	\$ 157.15	\$ 8.76
	Toddler	\$ 187.40	\$ 132.80	\$ 8.15
	Pre-K	\$ 159.44	\$ 102.58	\$ 5.84
	Kindergarten	\$ 106.58	\$ 78.32	\$ 5.47
	Schoolage	\$ 104.00	\$ 78.32	\$ 5.47
	Summer Schoolage	\$ 153.80	\$ 104.31	\$ 6.40
	(summer rates are only for the summertime off school, only used during the months of: May, June, July, August & September).			

Kindercare –5900 Innovation Dr

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

This amendment, effective July 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare –5900 Innovation Dr. 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	\$ 213.90	\$ 157.15	\$ 8.76
	Toddler	\$ 187.40	\$ 132.80	\$ 8.15
	Pre-K	\$ 159.44	\$ 102.58	\$ 5.84
	Schoolage	\$ 106.58	\$ 78.32	\$ 5.47
	Summer Schoolage	\$ 153.80	\$ 104.31	\$ 6.40
	(summer rates are only for the summertime off school, only used during the months of: May, June, July, Aug., & September).			

Children’s World – 72 Westerview Dr/ Kindercare Learning Centers.

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

This amendment, effective July 29th, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Children’s World – 72 Westerview Dr.. entered into on the 1st day of January, 2007. Changing name to: Kindercare Learning Centers.

Kindercare Sawbury Blvd

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

This amendment, effective July 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare Sawbury Blvd. 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	\$ 213.90	\$ 157.15	\$ 8.76
	Toddlers	\$ 187.40	\$ 132.80	\$ 8.15
	Pre-K	\$ 159.44	\$ 102.58	\$ 5.84

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Schoolage	\$ 106.58	\$ 78.32	\$ 5.47
Before & After	\$ 101.00	\$ 78.32	\$ 5.47
Summer Schoolage	\$ 153.80	\$ 104.31	\$ 6.40
(summer rates are only for the summertime off school, only used during the months of: May, June, July, August & September).			
Before & After	\$ 106.58	Effective 8-31-07	

Kindercare-6036 Tara Hill

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

This amendment, effective August 31, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare-6036 Tara Hill 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	\$ 213.90	\$ 157.15	\$ 8.76
	Schoolage	\$ 106.58	\$ 78.32	\$ 5.47

Kindercare Hard Rd

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

This amendment, effective July 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare Hard Rd. entered into on the 1st day of January, 2007.

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

(1)	<u>Basic Rates:</u>			
		Full Time	Part Time	Hourly
	Infant	\$ 213.90	\$ 157.15	\$ 8.76
	Toddler	\$ 187.40	\$ 132.80	\$ 8.15
	Pre-K	\$ 159.44	\$ 102.58	\$ 5.84
	Schoolage/B&A	\$ 106.58	\$ 78.32	\$ 5.47
	Before or After	\$ 80.00	\$ 78.32	\$ 5.47
	Summer Schoolage	\$ 153.80	\$ 104.31	\$ 6.40
	(summer rates are only for the summertime off school, only used during the months of: May, June, July, August & September).			

Liberty Community Center

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

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

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

(1)	<u>Basic Rates:</u>			
		Full Time	Part Time	Hourly
	Infant	\$ 187.00		
	Toddler	\$ 165.00		
	Pre-K	\$ 150.00		
	Schoolage	\$ 106.58	\$ 78.32	\$ 5.47

Tejeda, Nicole change last name to Working

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

This amendment, effective July 31, 2007, is to amend the Purchase of Child Care Services Contract between

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the Delaware County Department of Job and Family Services and Nicole Tejeda entered into on the 1st day of January, 2007. Change name from Nicole Tejeda to Nicole Working.

Children's World Kimberly Pkwy Changing to Kindercare Kimberly Pkwy

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

This amendment, effective July 29th, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Children’s World – Kimberly Pkwy, entered into on the 1st day of January, 2007. Changing their name to: KinderCare Learning Centers.

OSU Childcare

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

This amendment, effective July 29, 2007 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and OSU Childcare – Ackerman Rd., entered into on the 1st day of August, 2006.

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

(1)	<u>Basic Rates:</u>			
		Full Time	Part Time	Hourly
	Infant	\$ 213.90	\$ 157.15	\$ 8.76
	Toddler	\$ 187.40	\$ 132.80	\$ 8.15
	Pre-K	\$ 159.44	\$ 102.58	\$ 5.84
	Schoolage	\$ 106.58	\$ 78.32	\$ 5.47

Kimberly VanDyke

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

This amendment, effective August 23, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kimberly VanDyke 1211 E Rivercrest Dr. Delaware, Oh 43015, entered into on the 1st day of January, 2007. Need to have address change to: 5881 Carters Corner Rd. – Sunbury, Oh 43074

Childrens World 600 Worthington Woods /Kindercare Learing Center

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

This amendment, effective April 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Childrens World at 600 Worthington Woods entered into on the 1st day of January, 2007. The name is being changed to: Kindercare Learning Center.

Article 4. Cost and Delivery of Purchased Services:

(1)	<u>Basic Rates:</u>			
		Full Time	Part Time	Hourly
	Infant	\$ 213.90	\$ 157.15	\$ 8.76
	Toddler	\$ 187.40	\$ 132.80	\$ 8.15
	Preschool	\$ 159.44	\$ 102.58	\$ 5.84
	Schoolage	\$ 106.58	\$ 78.32	\$ 5.47
	Before or After	\$ 86.00	\$ 78.32	\$ 5.47
	Schoolage Summer	\$ 153.80	\$ 104.31	\$ 6.40
	(summer rates are only for the summertime off school, only used during the months of: May, June, July, August and September).			

Kindercare Learning Center

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

This amendment, effective August 16, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare Learning Center 600 Worthington Woods Blvd. entered into on the 1st day of January 2007.

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Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$15,000 to \$30,000.

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

RESOLUTION NO. 07-1079

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS LISA BURRELL AND NATASHA ROSERIE:

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

BASIC RATES

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	Infants	Toddlers	Preschool	School
Lisa Burrell 656 Congress Ct., Delaware, Oh 43015	\$147.34 Full \$108.33 Part \$ 5.17 Hourly	\$143.00 Full \$110.72 Part \$ 4.88 Hourly	\$132.58 Full \$132.58 Part \$ 5.77 Hourly	\$118.55 Full \$112.42 Part \$ 5.28 Hourly
Natasha Roserie, 9000 Francine Dr. Powell, Oh 43065	\$147.34 Full \$108.33 Part \$ 5.17 Hourly	\$143.00 Full \$110.72 Part \$ 4.88 Hourly	\$132.58 Full \$132.58 Part \$ 5.77 Hourly	\$118.55 Full \$112.42 Part \$ 5.28 Hourly

(A Copy of each of these contacts 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. 07-1080

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND THE DELAWARE AREA CAREER CENTER ABLE FOR PROGRAM PARTICIPANTS:

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

AGREEMENT

This Agreement is entered into by and between Delaware County Department of Job and Family Services (hereinafter, “Department”), the Delaware County Board of Commissioners (hereinafter, “County”), and Delaware Area Career Center Adult Basic and Literacy Education program (hereinafter, “ABLE”),(collectively, the “Parties”).

This Agreement and its Attachments shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of all the Parties.

WHEREAS, the County has accepted state funds and needs to provide services, or contract out for services, and ABLE is willing to provide services, or contract out for services, and ABLE is willing to provide those services at an agreed-upon price, the Parties mutually agree to the following:

ARTICLE I DEFINITIONS, PURPOSE, OBLIGATIONS

A. Definitions

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“State” means the State of Ohio, or any agency, department, person or persons authorized to act on its behalf.

“ABLE ” means Adult Basic and Literacy Education.

“County” means Delaware County Board of Commissioners.

“Department” means the Delaware County Department of Job and Family Services (DJFS).

“Parties” means ABLE , County and Department collectively.

“TANF” means Temporary Assistance For Needy Families.

“WIA” means Workforce Investment Act.

B. Purpose of Agreement

The purpose of the agreement is to state the covenants and conditions under which ABLE will provide a program in Delaware County for enrolled participants meeting required outcome performance standards.

ABLE assures that WIA/TANF standards are met and provides services for WIA and TANF-eligible participants.

C. Obligations of ABLE

ABLE agrees to operate a program, described in detail in Appendix I, in accordance with Federal, State and local laws, ordinances, regulations and/or guidelines and any additions, deletions or amendments thereto.

ABLE shall not perform in any way inconsistent with the terms of this Agreement except as approved, in writing, by the Department. Adjustments in the services to be provided under Appendix I, attached, may not be made without prior approval of the Department.

ARTICLE II STATEMENT OF WORK TO BE PERFORMED/PROPOSAL

Appears in Appendix I.

ARTICLE III COMPENSATION AND METHOD OF PAYMENT/BUDGET

A. Reimbursement

The Parties agree that reimbursement of all costs will be dependent upon ABLE’s performance in the delivery of services specified in the statement of work appearing as Appendix I and subject to the approved budget appearing as Appendix II attached. Payment shall be made upon presentation of a proper request for reimbursement by ABLE to the Department. Payment shall be made on a direct cost reimbursement basis (reference Appendix II Budget attached.) The Parties understand that the Department, for purposes of reimbursement, only recognizes those expenses that have actually occurred. Thus, invoices must be submitted as a request for reimbursement of actual cash expenditures.

ABLE shall provide an invoice to the Department, no later than 30 days past the service month. This invoice shall adhere to the guidelines communicated by the Department and shall include names of individuals served, service provided or requested that month, and number of new clients with services rendered.

B. Maximum Compensation

ABLE agrees to accept as full payment for services rendered in a manner satisfactory to the Department, the less of the following: (1) The maximum amount of **78,965.00** or (2) the amount of cash expenditures made by ABLE for purposes of carrying out the services stated herein. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of **\$78,965.00**.

ARTICLE IV ACCESS TO AND RETENTION OF RECORDS

At any time, during regular business hours, with reasonable notice and as often as the Department, the Comptroller General of the United States, the State, or other agency or individual authorized by the Department may deem necessary, ABLE shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Agreement. The

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Department and the above named parties shall be permitted by ABLE to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Agreement.

ABLE, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Agreement, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Agreement. If an audit, litigation, or other action is initiated during the time period of this Agreement, ABLE shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Prior to the destruction of any records related to performance of this Agreement, regardless of who holds such records, ABLE shall contact the Department in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

ARTICLE V TIME OF PERFORMANCE

This Agreement shall become effective as of **September 1, 2007** or upon execution by the Department, whichever is later. The services of ABLE are to commence immediately and all costs allowable under the contract shall be incurred no later than **June 30, 2008**.

ARTICLE VI BONDING AND INSURANCE

ABLE shall present current certificates of insurance prior to commencement of this Agreement, and shall maintain during the term of this Agreement, the insurance and bonds specified below:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. (Certificate not required if it's a government agency.)
- b. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subcontractors, if any are used.
- c. Umbrella or Excess Liability insurance (over and above Commercial General Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$300,000 (Combined Single Limit) or, \$100,000 per person and \$300,000 per accident for Bodily Injury and \$100,000 per accident for property damage.
- e. The Board of Delaware County Commissioners must be named as "Additional Insured" on the policies listed in paragraphs b, c, and d above.

ARTICLE VII INDEPENDENT CONTRACTOR STATUS/INDEMNIFICATION

A. ABLE understands and agrees that it is an independent contractor.

B. To the fullest extent of the law, ABLE agrees to indemnify and hold the Department and the County and their respective officers, employees, volunteers, agents, servants and representatives free and harmless from any and all actions, claims, suits, demands, judgments, damages, losses and expenses, regardless of type or nature, actual or threatened, including but not limited to attorney's fees, costs, and expenses, arising from any accident or occurrence, intentional or unintentional, related in any manner to ABLE's performance of this Agreement. ABLE further agrees that it shall undertake to defend, at its own expense, any and all actions, claims, suits, or demands brought against the Department and/or the County and/or their respective officers, employees, volunteers, agents, servants, and/or representatives by reason of or result of ABLE's performance under this Agreement, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.

C. ABLE agrees to indemnify and hold the Department and the County and their respective officers, employees, volunteers, agents, servants and representatives free and harmless from any and all actions, claims, suits, demands, judgments, damages, losses and expenses, regardless of type or nature, actual or threatened, including but not limited to attorney's fees, costs, and expenses, arising from any wrongful disclosure of confidential information, intentional or unintentional, or any other such lawsuits or regulatory actions arising from any sharing, intentional or unintentional, of Release of Information forms with any other agency or employer.

D. ABLE shall assume full responsibility for and shall indemnify the Department and the County for any damage to or loss of any Department and/or County property, including but not limited to building, fixtures, furnishings, equipment, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, intentional or unintentional, of ABLE or any employee, agent or representative of ABLE.

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ARTICLE VIII MAINTENANCE OF EFFORT

It is understood and agreed that the level of services, activities and expenditures by ABLE, in existence prior to the initiation of services hereunder, shall be continued and not be reduced in any way as a result of this Agreement except for reduction unrelated to the provisions or purposes herein stated. ABLE shall certify that any costs incurred pursuant to this Agreement will not be included as a cost of any other federally financed program in either the current or a prior period.

ARTICLE IX USE OF INFORMATION/CONFIDENTIALITY

ABLE agrees that, without permission of the Department, it will not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein. ABLE further agrees to maintain the confidentiality of all client related documents and information provided to it by the Department and will not release such information without the express written consent of the client and the Department.

ARTICLE X ASSURANCES AND CERTIFICATIONS

ABLE assures and certifies that:

1. ABLE possesses legal authority to enter into this Agreement: a resolution, motion or similar action has been duly adopted or passed as an official act of ABLE's governing body, authorizing the negotiation and execution of this Agreement, including all covenants, understandings and assurances herein contained and directing and authorizing the person identified as the official representative of ABLE to act in connection with this Agreement and to provide such additional information as may be required by the Department.
2. All applicants to this program either staff or enrollees will be informed of their rights and responsibilities at the time of application. No person with responsibility in the operation of a program of the Department will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, sexual orientation, political affiliation, age, belief, or handicaps. Any complaint or discrimination in the operation of such programs shall be handled in a manner compliant with the policies and procedures of the Department.
3. ABLE will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. Appropriate standards for health and safety in work and training situations will be maintained.
5. ABLE shall comply with the provisions of the Delaware County Concealed Carry Policy.
6. All reports, brochures, literature and pamphlets developed through this Agreement will acknowledge the services being offered through ABLE partnership with the Delaware County Job Network.
7. ABLE recognizes its responsibility for and agrees to assume full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by ABLE.
8. ABLE recognizes and accepts its responsibility to maintain easily accessible and auditable financial and programmatic records.
9. ABLE will submit to the Department the most recently completed financial audit of all funding sources used in the project as prepared by a Certified Public Accountant or auditor approved by the State as part of the Single Audit Act.
10. ABLE will submit reports showing progress towards achieving the outcomes which are specified in Appendix I, attached. It will also submit, on a timely basis, any other reports required by the State or Department.
11. All services delivered under this contract will be provided in accordance with the Department's Prevention and Retention and Contingency Policy.
12. ABLE will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. ABLE will take affirmative action to insure that applicants are employed and that employees are treated during

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employment without regard to their race, color, religion, sex, sexual orientation, or national origin in accordance with this section and federal law.

13. ABLE will, in all solicitation or advertisements for employees placed by or on behalf of ABLE, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin, in accordance with this section and federal law.
14. In the hiring of employees for the performance of work under the Agreement or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Ohio Revised Code, national origin, sexual orientation, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and ABLE to perform the work to which the contract relates.
15. No contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Ohio Revised Code, national origin, sexual orientation, or ancestry.
16. ABLE will comply with all provisions of the Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor and State.
17. ABLE agrees that it will perform the duties under this contract in compliance with section 104 of the Personal Responsibility and Work Opportunities Reconciliation Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under this agreement will be used to promote the religious character and activities of ABLE. If any participant objects to the religious character of the organization, ABLE will immediately refer the individual to the Department for an alternative provider.
18. Neither ABLE nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Titles VI or VII of the Civil Rights Act of 1964, nor are any proposed parties to this Agreement, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment.
19. ABLE will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.
20. ABLE agrees to comply with 42 U.S.C. Sections 1320d through 1320d-8, and implementing regulations at 45 C.F.R. Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996.
21. Claims made to the Department for payment for services do not duplicate claims made by ABLE to other sources of public funds for the same service. The services being agreed upon are not available on a non-reimbursable basis.
22. Nothing in this Agreement shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from this contract supplement and do not supplant existing services.
23. All fixed assets purchased with funds provided through this Agreement remain the property of the Department. Upon termination of the agreement, ABLE may be asked to return equipment and other fixed assets to the Department.
24. ABLE shall not discriminate in hiring and promotion against applicants for, and participants of, the Ohio Works First Program established under Chapter 5107 of the Revised Code and the Prevention, Retention and Contingency Program established under Chapter 5108 of the Revised Code. ABLE further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
25. ABLE agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. ABLE further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar

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provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.

26. ABLE is bound by the disclosure rules of the Ohio Department of Job and Family Services; disclosure of information in a manner not authorized by the rules is a breach of the contract and a violation of Sections 5101.27 and 5101.99 of the Revised Code.
27. Services will not be provided through this contract to individuals who are fugitive felons or probation or parole violators; families with an outstanding OWF or PRC fraud overpayment balance; individuals who are not U.S. citizens or qualified aliens; and families found to have fraudulently misrepresented residence in order to obtain assistance in two or more states.
28. ABLE will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any federal award will be disclosed.
29. ABLE will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 USC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 CFR Part 15, which prohibit the use under nonexempt federal contracts, grants, or lands of facilities included in the EPA List of Violating Facilities. Violations shall be reported to the State/county agency and to the US EPA Assistant Administrator for Enforcement (EN-329).
30. ABLE is not listed in the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. Endorsement of this Contract certifies its exclusion status and that of its principals.
31. ABLE has no outstanding findings for recovery pending or issued against it by the State of Ohio.
32. ABLE 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, ABLE agrees 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.
33. ABLE will comply with all other Federal, State or local laws not enumerated herein.
34. 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. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part of this Contract.

ARTICLE XI CONFLICT OF INTEREST

ABLE covenants that, to the best of its knowledge, no person under its employ, who presently exercises any functions or responsibilities in connection with the Department or the County or projects or programs funded by either the County or the Department, has any personal financial interest, direct or indirect, in this Agreement. ABLE further covenants that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by ABLE. Any such interest, on the part of ABLE or its employees, when known, must be disclosed in writing to the Department.

ARTICLE XII MODIFICATIONS

This Agreement may only be modified or amended in writing by and with the mutual consent and

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agreement of all the Parties hereto.

ARTICLE XIII TERMINATION

A. Termination for the Convenience of the Department

The Department may terminate this Agreement when it is determined by the Department to be in its best interest to do so, by giving at least seven (7) days advance notice, in writing, to ABLE. ABLE shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

B. Termination for the Convenience of ABLE

ABLE may terminate this Agreement at any time by giving at least seven (7) days advance notice, in writing, to the Department. ABLE shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

C. Breach or Default of Contract: Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the an aggrieved party shall provide written notice of the breach or default to the breaching or defaulting party and permit the breaching or defaulting party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, ABLE shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If ABLE or the Department fails to perform an obligation or obligations under this Agreement and such failure(s) is (are) waived by the other party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by the Department shall be authorized in writing and signed by an authorized Department representative.

D. Loss of Funding: It is understood by ABLE that availability of funds for this Agreement and thus this Agreement is contingent on appropriations made by the County, State and/or Federal government. In the event that the State and/or Federal reimbursement is no longer available to the Department, ABLE understands that changes and/or termination of this Agreement will be required and necessary. Such changes and/or termination will be effective on the date that the State and/or Federal reimbursement is no longer available, or later as otherwise stipulated by the Department.

ABLE will indemnify and hold harmless the County and the Department for any and all claims, demands, judgments, liability, damages, injuries, and/or suits resulting from or related to changes and/or termination of this Agreement due to loss of State and/or Federal funds.

ARTICLE XIV Severability

If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.

ARTICLE XIII GOVERNING LAW

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio.

Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

This Agreement includes the following appendices, which by this reference are hereby made a part of this Agreement:

Appendix I	Statement of Work to be Performed/Proposal
Appendix II	Budget

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The abovementioned appendices and this Agreement instrument shall be considered as the binding document between parties herein mentioned.

This contract shall be effective as of September 1, 2007.

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

RESOLUTION NO. 07-1081

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR
WEDGEWOOD OFFICE PARK LLC. :

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

Wedgewood Office Park, LLC.

DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 4th day of September 2007, by and between
WEDGEWOOD OFFICE PARK LLC. SUBDIVIDER, as evidenced by the **WEDGEWOOD OFFICE PARK** 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 (**\$44,633.54**) 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 **\$5,800.00**, 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.

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

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

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

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

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

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

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

RESOLUTION NO. 07-1082

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

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

6348 Sunbury Road

In the amount of \$6,320.00 with \$2,376.32 finance charge (pro-rated over a 10 year period) making total of \$8,696.32 for placement on tax duplicate. Bi-annual payment being \$434.82.

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

RESOLUTION NO. 07-1083

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND KOK PRODUCTS INC. FOR SODIUM HYPOCHLORITE SOLUTION (BID ITEM #1) FOR ENVIRONMENTAL SERVICES:

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

WHEREAS the Division of Environmental Services has solicited bids for the purchase of Sodium Hypochlorite solution (DCRSD 07-2 Bid Item No. 1) on an as-needed basis at treatment facilities throughout the County for a contract period of 24 months, and

WHEREAS KOK Products Inc. of Galena, Ohio has been identified as the lowest and best bid, and

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WHEREAS the staff from the Division of Environmental Services has evaluated the bid package for its conformance to the specifications, and

WHEREAS the Division of Environmental Services has determined that the bid package conforms to the specifications, and

WHEREAS the Division of Environmental Services recommends the purchase of Sodium Hypochlorite solution from KOK Products Inc. of Galena, Ohio.

THEREFORE be it resolved that the Board of County Commissioners execute the purchase agreement for Sodium Hypochlorite solution from KOK Products Inc., of Galena, Ohio.

AGREEMENT

THIS AGREEMENT, MADE THIS 4th day of September 2007, by and between The Delaware County Commissioners, hereinafter called "OWNER" and KOK Products Inc. of Galena, Ohio doing business as (individual, partnership, or corporation) hereinafter called "SUPPLIER". WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

The SUPPLIER will furnish and deliver Sodium Hypochlorite as detailed in Exhibit "A".

The SUPPLIER agrees to provide all equipment described in this Agreement and complies with the terms therein for the sum of \$0.7037 per pound.

(Exhibit A Available In The Sanitary Engineer Department Until No Longer Of Administrative Value).

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

RESOLUTION NO. 07-1084

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND KEMIRA WATER SOLUTIONS, INC. FOR FERRIC CHLORIDE (BID ITEM #2) FOR ENVIRONMENTAL SERVICES:

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

WHEREAS the Division of Environmental Services has solicited bids for the purchase of Ferric Chloride solution (DCRSD 07-2 Bid Item No. 2) on an as-needed basis at treatment facilities throughout the County for a contract period of 24 months, and

WHEREAS Kemira Water Solutions Inc. of Lawrence, Kansas has been identified as the lowest and best bid, and

WHEREAS the staff from the Division of Environmental Services has evaluated the bid package for its conformance to the specifications, and

WHEREAS the Division of Environmental Services has determined that Kemira Water Solutions Inc.'s bid package conforms to the specifications, and

WHEREAS the Division of Environmental Services recommends the purchase of Ferric Chloride solution from Kemira Water Solutions Inc. of Lawrence, Kansas.

THEREFORE be it resolved that the Board of County Commissioners execute the purchase agreement for Ferric Chloride solution from Kemira Water Solutions Inc. of Lawrence, Kansas.

FURTHERMORE let it be resolved that the Board of County Commissioners approve the following purchase order:

1. \$5000.00 for Ferric Chloride solution from Kemira Water Solutions of Lawrence, Kansas from Org Key 66290302

AGREEMENT

THIS AGREEMENT, MADE THIS 4th day of September 2007, by and between The Delaware County Commissioners, hereinafter called "OWNER" and Kemira Water Solutions, Inc. of Lawrence, KS, doing business as (individual, partnership, or corporation) hereinafter called "SUPPLIER". WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

The SUPPLIER will furnish and deliver Ferric Chloride as detailed in Exhibit "A".

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The SUPPLIER agrees to provide all equipment described in this Agreement and complies with the terms therein for the sum of \$0.227 per pound.

(Exhibit A Available In The Sanitary Engineer Department Until No Longer Of Administrative Value).

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

RESOLUTION NO. 07-1085

IN THE MATTER OF APPROVING AGREEMENTS BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND POLYDYNE INC. FOR EMULSION POLYMER FOR BID ITEM #4 AND BID ITEM #6 FOR ENVIRONMENTAL SERVICES:

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

WHEREAS the Division of Environmental Services has solicited bids for the purchase of Emulsion Polymer on an as-needed basis at the Alum Creek Water Reclamation Facility (ACWRF) belt filter press (DCRSD 07-2 Bid Item No. 4) and Olentangy Environmental Control Center (OECC) gravity belt thickener (DCRSD 07-2 Bid Item No. 6) for a contract period of 24 months, and

WHEREAS Polydyne Inc. of Riceboro, Georgia has been identified as having submitted the lowest and best bids, and

WHEREAS the staff from the Division of Environmental Services has evaluated Polydyne’s bid package for its conformance to the specifications, and

WHEREAS the Division of Environmental Services has determined that the bid package conforms to the specifications, and

WHEREAS the Division of Environmental Services recommends the purchase of Emulsion Polymer from Polydyne Inc. of Riceboro, Georgia.

THEREFORE be it resolved that the Board of County Commissioners execute the purchase agreements for Emulsion Polymer from Polydyne Inc. of Riceboro, Georgia.

AGREEMENT

THIS AGREEMENT, MADE THIS 4th day of September 2007, by and between The Delaware County Commissioners, hereinafter called “OWNER” and Polydyne Inc, Riceboro, GA, doing business as (individual, partnership, or corporation) hereinafter called “SUPPLIER”. WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

The SUPPLIER will furnish and deliver Emulsion Polymer as detailed in Exhibit “A”, Item No. 4.

The SUPPLIER agrees to provide all equipment described in this Agreement and complies with the terms therein for the sum of \$0.97 per pound.

(Exhibit A Available In The Sanitary Engineer Department Until No Longer Of Administrative Value).

AGREEMENT

THIS AGREEMENT, MADE THIS 4th day of September 2007, by and between The Delaware County Commissioners, hereinafter called “OWNER” and Polydyne Inc, Riceboro, GA, doing business as (individual, partnership, or corporation) hereinafter called “SUPPLIER”. WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

The SUPPLIER will furnish and deliver Emulsion Polymer as detailed in Exhibit “A”, Item No. 6.

The SUPPLIER agrees to provide all equipment described in this Agreement and complies with the terms therein for the sum of \$0.97 per pound.

(Exhibit A Available In The Sanitary Engineer Department Until No Longer Of Administrative Value).

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

RESOLUTION NO. 07-1086

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND TIDEWATER PRODUCTS, INC. FOR EMULSION POLYMER BID ITEM #5 FOR ENVIRONMENTAL SERVICES:

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

WHEREAS the Division of Environmental Services has solicited bids for the purchase of Emulsion Polymer on an as-needed basis at the Alum Creek Water Reclamation Facility (ACWRF) gravity belt thickener (DCRSD 07-2 Bid Item No. 5) for a contract period of 24 months, and

WHEREAS Tidewater Products Inc. of Toledo, Ohio has been identified as the lowest and best bid, and

WHEREAS the staff from the Division of Environmental Services has evaluated the bid package for its conformance to the specifications, and

WHEREAS the Division of Environmental Services has determined that the bid package conforms to the specifications, and

WHEREAS the Division of Environmental Services recommends the purchase of Emulsion Polymer from Tidewater Products Inc. of Toledo, Ohio.

THEREFORE be it resolved that the Board of County Commissioners execute the purchase agreement for Emulsion Polymer from Tidewater Products Inc., of Toledo, Ohio.

AGREEMENT

THIS AGREEMENT, MADE THIS 4th day of September 2007, by and between The Delaware County Commissioners, hereinafter called “OWNER” and Tidewater Products, Inc., Toledo, OH, doing business as (individual, partnership, or corporation) hereinafter called “SUPPLIER”. WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

The SUPPLIER will furnish and deliver Emulsion Polymer as detailed in Exhibit “A”, Item No. 5.

The SUPPLIER agrees to provide all equipment described in this Agreement and complies with the terms therein for the sum of \$1.13 per pound.

(Exhibit A Available In The Sanitary Engineer Department Until No Longer Of Administrative Value).

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

RESOLUTION NO. 07-1087

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

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

Transfer of Appropriation From	To	
10011303-5004	10011303-5222	
Emergency Medical Services-Overtime	Emergency Medical Services/Janitorial Supplies	\$ 3,000.00
10011303-5004	10011303-5228	
Emergency Medical Services-Overtime	Emergency Medical Services/Maint. Repair Supplies	\$ 6,000.00
10011303-5004	10011303-5243	
Emergency Medical Services-Overtime	Emergency Medical Services/Drugs &Pharmaceuticals	\$ 10,000.00
10011303-5004	10011303-5250	
Emergency Medical Services-Overtime	Emergency Medical Services/Minor Tools	\$ 2,500.00
10011303-5004	10011303-5255	
Emergency Medical Services-Overtime	Emergency Medical Services/Office Furniture	\$ 12,500.00
10011303-5004	10011303-5260	
Emergency Medical Services-Overtime	Emergency Medical Services/Inventoried Tools	\$ 2,000.00

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

RESOLUTION NO. 07-1088

IN THE MATTER OF APPOINTING THE LABOR COMPLIANCE OFFICER FOR THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM:

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

WHEREAS, the Ohio Department of Development (ODOD) provides financial assistance to local

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governments under the Community Development Block Grant (CDBG) Program for the purpose of addressing local government needs; and

WHEREAS, Delaware County has the authority to apply for financial assistance and to administer funds received from ODOT, through the Small Cities CDBG Program; and

WHEREAS, ODOT requires local governments participating in the Small Cities CDBG Program to designate a Labor Standards Compliance Officer for all CDBG-assisted projects.

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

Section 1. The Delaware County Board of Commissioners appoints John Barron, County Economic Development Director, to serve as the Delaware County CDBG Labor Compliance Officer. Via this appointment, Mr. Barron replaces Dottie Brown who served as the interim Delaware County CDBG Labor Compliance Officer until a Director of Economic Development was hired.

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

RESOLUTION NO. 07-1089

IN THE MATTER OF APPROVING THE HOUSING ADVISORY BOARD FOR THE COMMUNITY HOUSING IMPROVEMENT STRATEGY (CHIS):

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

WHEREAS, the Ohio Department of Development (ODOD) provides financial assistance to local governments under the Community Development Block Grant (CDBG) Program for the purpose of addressing local government needs; and

WHEREAS, the Delaware County Community Housing Improvement Program (CHIP) is one such program receiving financial assistance under the CDBG program for the purpose of addressing local housing needs throughout the county; and

WHEREAS, the County anticipates applying for future CDBG program funding for the Delaware County CHIP; and

WHEREAS, to remain eligible for funding under the CDBG program for the CHIP, the County is required to have an updated Community Housing Improvement Strategy (CHIS); and

WHEREAS, the State requires the County to appoint a CHIS Housing Advisory Board to work with the Consulting Firm to develop updates and a 5 year Delaware County CHIS.

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

Section 1. That the Delaware County Commissioners determine that the following people be approved as the volunteer Housing Advisory Board for the Delaware County's CHIS.

Glenn Evans - Delaware County Commissioner
 Steve Cooper - Delaware County Metropolitan Housing Authority
 Jim Wilson - Del-Mor Dwellings
 Kathy Tatterson - United Way of Delaware County
 Kevin Crowley - People In Need
 Verna Walke - American Red Cross
 Theresa Walker - Central Ohio Mental Health Center
 Jill Lee - Andrews House
 Robert Horrocks – Council for Older Adults
 Jackie Kuhn - Habitat for Humanity
 Susan Hanson - Helpline
 James Cesa - Community Action Organization
 Michael Corbett - Delaware Creative Housing
 John Barron - Delaware County Economic Development Director
 Mona Reilly – Delaware County Job & Family Service Director
 Frank Reinhard - Delaware County Bank
 Lisa Stumpf – National City Bank
 Doug Price - Price Realty
 Amy Finn- CV Real Property
 Karen Fitzpatrick - Neighborhood Resident

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

RESOLUTION NO. 07-1090

7:30 PM - IN THE MATTER OF OPENING THE PUBLIC HEARING # 2 TO CONSIDER THE FUNDING OF DELAWARE COUNTY’S REVOLVING LOAN FUND (RLF) FOR INFRASTRUCTURE IMPROVEMENTS FOR SUNBURY KROGER SHOPPING CENTER PROJECT:

It was moved by Mr. Ward, seconded by Mr. Jordan to open the hearing.

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

RESOLUTION NO. 07-1091

IN THE MATTER OF CLOSING THE PUBLIC HEARING # 2 TO CONSIDER THE FUNDING OF DELAWARE COUNTY’S REVOLVING LOAN FUND (RLF) FOR INFRASTRUCTURE IMPROVEMENTS FOR SUNBURY KROGER SHOPPING CENTER PROJECT:

It was moved by Mr. Ward, seconded by Mr. Jordan to close the hearing.

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

RESOLUTION NO. 07-1092

A RESOLUTION AUTHORIZING THE USE OF THE DELAWARE COUNTY REVOLVING LOAN FUND (RLF) TO ASSIST THE VILLAGE OF SUNBURY WITH THE CONSTRUCTION OF PUBLIC ROADWAY / INFRASTRUCTURE IMPROVEMENTS WITH THE PROPOSED SUNBURY KROGER SHOPPING CENTER PROJECT:

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

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

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

WHEREAS, The Kroger Company desires to construct and own a 74,500 square foot store to be located along US 36/SR 37 /SR 3 in the Village of Sunbury which will result in the creation of 153 new jobs, of which a minimum of 51% or 78 jobs must be provided to qualifying low-moderate income (LMI) individuals; and

WHEREAS, assistance is required for the construction of off-site public infrastructure improvements to support the proposed Kroger Shopping Center Project, and without said assistance the proposed project would not be constructed; and

WHEREAS, such assistance for public infrastructure in support of an economic development project creating significant numbers of new LMI jobs is considered a National Objective under the CDBG Program.

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

Section 1. That the Delaware County Board of Commissioners authorize the use of the Delaware County RLF in an amount not to exceed \$500,000 to assist the Kroger Shopping Center Project with the cost of off-site infrastructure in support of said project in the Village of Sunbury.

Section 2. Use of these funds is conditioned on The Kroger Company agreeing to create a minimum of 153 new full-time permanent jobs as part of the proposed Kroger Company, with a minimum of 78 (51%) of these new jobs to be filled by qualifying LMI individuals, and agreeing to follow all applicable CDBG rules and regulations during the project time period, including environmental review clearance, proper procurement procedures and payment of Federal Prevailing Wage Rates.

Section 3. That this resolution shall take effect and be in force immediately after its passage.

Further be it resolved that the Commissioners approve the following Supplemental Appropriation:

23111709-5365 Delaware County Revolving Loan Fund \$500,000.00

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

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RESOLUTION NO. 07-1093

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE RHODES
DITCH:

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

Supplemental Appropriation						
40311424-5301		Rhodes Ditch/Professional Services			\$	16,300.00
Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Aye

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners