

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 10, 2007

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

Present: Kristopher W. Jordan, James D. Ward

Absent: Glenn A. Evans

1:30 PM Viewing For Consideration Of The Chadwick Ditch No. 135 Ditch Petition Filed By Thomas C. Heston Jr. & Marlene Heston

PUBLIC COMMENT

RESOLUTION NO. 07-1108

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD SEPTEMBER 6, 2007 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held September 6, 2007 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 07-1109

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0907 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0907:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve payment of warrants in batch numbers CMAPR0907, memo transfers in batch numbers MTAPR0907 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO’s			
Ohio EPA	Permit to Install Application Fee	66711903-5316	\$ 7,350.00
Ohio CAT	Preventive Maintenance/Various Locations/Sanitary Engineers	66290402-5328	\$ 8,372.23
CEBCO	EAP Premiums	60211902-5370	\$ 10,000.00
Increases			
Stuntz	Board and Care	22511607-5350	\$ 5,049.00
Kemmerling	Board and Care	22511607-5350	\$ 4,629.50
Vouchers			
CEBCO	Oct 2007 Premiums & Claims	60211902-5370	\$ 754,370.41
Trident	Juvenile/Courthouse & Hayes Security	10011102-5360	\$ 5,520.75
BP Products N. America	Gasoline/Walker Woods	10011106-522822801	\$ 7,719.60
BP Products N. America	Gasoline/Service Center	10011106-522822801	\$ 17,925.24

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

RESOLUTION NO. 07 -1110

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Facilities Department is requesting that Randy Banks, Dave Ferguson and Jack Prim attend a Building and Grounds Seminar at the Molly Caren Agricultural Center September 19, 2007, at the cost of \$15.00.

The Prosecutor’s Office is requesting that Kari Dotson attend a Juvenile Court Law Seminar in Columbus, Ohio September 21, 2007, at the cost of \$185.00.

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

RESOLUTION NO. 07-1111

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR WINDSONG SUBDIVISION; HIGHLAND LAKES EAST SECTION 4, PARTS 2 & 3 AND HIGHLAND

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LAKES EAST SECTION 4, PARTS 4 & 5:

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

Windsong Subdivision

The roadway to be accepted is as follows:

- **Hunters Bend**, to be known as **Township Road Number 1542**

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

Request approval to return the Letter of Credit being held as maintenance surety to the developer, Sovereign Homes.

Highland Lakes East Section 4, Parts 2 & 3

The roadways for the above referenced subdivision were originally built as private streets. As the result of Commissioners’ Resolution 03-1411, these roads have been brought up to public standards and The Engineer is, therefore, recommending that they be accepted into the public system and that **Genoa Township** be advised of your actions. The roadways to be accepted are as follows:

- **Lake Forest Way**, to be known as **Township Road Number 1543**
- **Ganton Place**, to be known as **Township Road Number 1544**
- **Kenwood Place**, to be known as **Township Road Number 1545**
- **Colonial Place**, to be known as **Township Road Number 1546**
- **Shady Oaks Place**, to be known as **Township Road Number 1547**

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

Highland Lakes East Section 4, Parts 4 & 5

The roadways for the above referenced subdivision were originally built as private streets. As the result of Commissioners’ Resolution 03-1411, these roads have been brought up to public standards and The Engineer is, therefore, recommending that they be accepted into the public system and that **Genoa Township** be advised of your actions. The roadways to be accepted are as follows:

- An addition of 0.02 mile to **Township Road Number 1543, Lake Forest Way**
- **Travis Pointe Court**, to be known as **Township Road Number 1548**
- **Twin Lakes Court**, to be known as **Township Road Number 1549**

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

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

RESOLUTION NO. 07-1112

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR WINDSONG SUBDIVISION; HIGHLAND LAKES EAST SECTION 4, PARTS 2 & 3 AND HIGHLAND LAKES EAST SECTION 4, PARTS 4 & 5:

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

Stop Conditions –Windsong Subdivision

- On Township Road Number 1542, Hunters Bend,, at its intersection with Township Road Number 125, Steitz Road

Stop Conditions –Highland Lakes East Section 4, Patrs 2&3

- On Township Road Number 1543, Lake Forest Way, at its intersection with Township Road Number 453, Highland Lakes Avenue
- On Township Road Number 1544, Ganton Place, at its intersection with Township Road Number 1543, Lake Forest Way
- On Township Road Number 1545, Kenwood Place, at its intersection with Township Road Number 1543, Lake Forest Way
- On Township Road Number 1546, Colonial Place, at its intersection with Township Road Number 1543, Lake Forest Way

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- On Township Road Number 1547, Shady Oakes Place, at its intersection with Township Road Number 1543, Lake Forest Way

Stop Conditions – Highland Lakes East Section 4, Parts 4&5

- On Township Road Number 1543, Lake Forest Way, at its intersection with Township Road Number 1548, Travis Pointe Court
- On Township Road Number 1543, Lake Forest Way, at its intersection with Township Road Number 1549, Twin Lakes Court
- On Township Road Number 1548, Travis Pointe Court, at its intersection with Township Road Number 1543, Lake Forest Way
- On Township Road Number 1548, Travis Pointe Court, at its intersection with Township Road Number 1549, Twin Lakes Court
- On Township Road Number 1549, Twin Lakes Court, at its intersection with Township Road Number 1543, Lake Forest Way
- On Township Road Number 1549, Twin Lakes Court, at its intersection with Township Road Number 1548, Travis Pointe Court

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

RESOLUTION NO. 07-1113

IN THE MATTER OF APPROVING THE RELEASE OF THE MAINTENANCE BONDS FOR WOODS AT POLARIS:

It was moved by Mr. Ward, seconded by Mr. Jordan to release the maintenance bonds for the Woods at Polaris :

Woods at Polaris

The above referenced project has been completed to the satisfaction of this office and The Engineer is , therefore, request approval to release the Letter of Credit being held as construction surety and release the developer, The Woods at Polaris, LLC from their responsibility to this project.

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

RESOLUTION NO. 07 -1114

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
U07115	Embarq	Miller Paul Road	Relocate buried cable
U07126	American Electric Power	Miller Paul Road	Relocate power line
U07124	Columbia Gas	Seldom Seen Road	Install gas main

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

RESOLUTION NO. 07-1115

IN THE MATTER OF APPROVING A CONTRACT WITH JERI K. SLAGLE 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 BUILDING(S)
PARCELS: 12 WDV, TV
DEL-CR124-4.11

This Agreement is by and between the Board of Commissioners, Delaware County, Ohio, [hereinafter "Purchaser"] and Jeri K. Slagle, 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:

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1. Price and Consideration

Purchaser shall pay to Seller the sum of \$54,006.00 (JSK), 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 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

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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 Absent Mr. Ward Aye

RESOLUTION NO. 07-1116

IN THE MATTER OF APPROVING PRELIMINARY LEGISLATION WITH OHIO DEPARTMENT OF
TRANSPORTATION FOR SECTION LINE/HOME ROAD AND STATE ROUTE 257/HOME ROAD
INTERSECTION IMPROVEMENTS:

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

PRELIMINARY LEGISLATION
RC 5521.01

Resolution Number 07- 1116
PID Number 83217
DEL-CR124-1.88

(Section Line/Home Road and SR257/Home Road Intersection Improvements)
ODOT Agreement Number 21652

The following is a Resolution enacted by the Board of Commissioners of Delaware County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the described project.

SECTION 1 – Project Description

WHEREAS, the COUNTY has identified the need for the described project;

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This project proposes to improve the intersections of Home Road/SR257 and Home Road/Section Line Road.

NOW THEREFORE, be it resolved by the Board of commissioners of Delaware County, Ohio;

SECTION II – Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the described project.

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

RESOLUTION NO. 07-1117

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS AND RENAMING OF AN ORGANIZATIONAL KEY FOR THE ECONOMIC DEVELOPMENT DEPARTMENT:

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

Supplemental Appropriations		Amounts
23011705-5365	Formula 2005 CDBG Grant/Grant Related Services	\$ 682.40
Rename Organization Key	From	To
23011708	CDBG FY 2001	CDBG Formula 2007

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

RESOLUTION NO. 07-1118

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND HP PRODUCTS FOR JANITORIAL SUPPLIES:

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

Delaware County Board of Commissioners
Contract

This Contract made by and between:

HP Products
4220 Saguaro Trail
Indianapolis, IN 46268

(the “Contractor”) and the Delaware County Board of Commissioners (the “Owner”).

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

ARTICLE 1

1.1 The Contractor shall perform the goods and/or services described in the Bid Documents, which is attached hereto as Exhibit “A” and as necessary to produce the results intended by the Bid Documents for:

ITB #07-02 Janitorial Supplies
For Delaware County, Ohio

ARTICLE 2

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to terms and conditions as provided in the Bid Documents, not to exceed an estimated annual value of Seventy Five Thousand dollars (\$75,000.00), based upon the unit pricing and discount percentage set forth in the Bid Form, submitted by the Contractor and opened on June 18, 2007.

2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor as goods and/or services are provided and approved by the Delaware County Board of Commissioners as provided in the Bid Documents.

ARTICLE 3

3.1 The original term of this contract shall be for two (2) years, beginning September 1, 2007, and ending August 31, 2009.

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3.2 This contract may be renewed at the end of the original period or any renewal period for up to two (2) additional six (6) month periods, if agreed upon in writing by both parties.

3.2 The Delaware County Board of Commissioners may, at its sole option, terminate this Contract with the contractor upon thirty (30) days written notice of its intent to do so. Furthermore, it is understood and agreed that should the contractor fail to provide the quality of good and/or service(s) as specified in the bid instructions, such failure shall constitute a breach of this Contract. Upon a breach of the Contract, the Delaware County Board of Commissioners may, at its sole option, terminate this Contract with the contractor effective immediately upon written notice of its intent to do so.

ARTICLE 4

4.1 This Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein, and made a part hereof.

4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.

4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

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

4.5 The Contractor shall carry such bodily injury and property damage liability insurance as is satisfactory to the Delaware County Board of Commissioners and will protect it and the Delaware County Board of Commissioners against claims for personal injury, including death or property damage, which may arise from operations under this Contract.

4.6 The Contractor will also provide proof of coverage by the Bureau of Workers Compensation. Such proof shall be provided to the Delaware County Board of Commissioners prior to the Contractor beginning work.

4.7 For all services being provided under this Contract, the Delaware County Board of Commissioners shall have the right and Contractor agrees to allow the inspection and examination of any and all books, accounts, invoices, records, writings, or documentation of any type and in any form which it maintains in relation to performing said services

4.8 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

4.9 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, 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.

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

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4.11 Contractor 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, Contractor agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and “No” being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.

ARTICLE 5

5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract shall be valid and enforceable unless the Delaware County Auditor first certifies funds are available.

5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Delaware County Board of Commissioners.

ARTICLE 6

6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

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

RESOLUTION NO. 07-1119

IN THE MATTER OF APPROVING A BID OPENING DATE FOR ACCEPTANCE OF PROPOSALS ON PROVIDING EMS PROTECTIVE GEAR FOR DELAWARE COUNTY EMERGENCY MEDICAL SERVICES PERSONNEL:

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

WHEREAS, Delaware County Emergency Medical Services (EMS) has established a need for protective turnout gear to prevent injury while performing their duties in hazardous emergency scenes, and

WHEREAS, this protective turnout gear is necessary for the continued safe operation and well being of Delaware County EMS, and

WHEREAS, Delaware County EMS has been awarded an Assistance to Firefighters Grant in 2007 for the initial purchase of this gear from the Department of Homeland Security, to which the Grant shall pay for approximately 80% of the cost of the gear, while the County shall pay for the remaining 20%, and

WHEREAS, the combined equipment cost along with the quality, service and overall value are of equal importance;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve a bid opening time and date of **10:00 a.m., September 24th, 2007**, for proposals to supply EMS Protective Gear for Delaware County EMS for a period of one year, with an opportunity to extend the contract for a second year.

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

RESOLUTION NO. 07-1120

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Recommendation to hire Christopher Zourdos as a Telecommunications Operator I with the 911 Center; effective date September 10, 2007.

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

RESOLUTION NO. 07-1121

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

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Jerod Justice’s term as the Summer Maintenance Help has ended; effective date August 24, 2007.

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

RESOLUTION NO. 07-1122

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

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn into Executive Session at 9:30AM.

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

RESOLUTION NO. 07-1123

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn out of Executive Session at 10:00AM.

Vote on Motion Mr. Jordan Aye Mr. Evans Absent 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