

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 1, 2007

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

Present: Glenn A. Evans, James D. Ward

Absent: Kristopher W. Jordan

9:45 AM Public Hearing Regarding The Issuance Of One Or More Series Of Adjustable Rate Demand Healthcare Facilities Revenue Bonds, Series 2007 (Willow Brook Christian Village At Delaware Run Project) By The County Of Delaware, Ohio

PUBLIC COMMENT

RESOLUTION NO. 07-1329

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 25, 2007 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the resolutions and records of the proceedings from regular meeting held October 25, 2007 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 07-1330

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1031 :

It was moved by Mr. Ward, seconded by Mr. Evans to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1031 , and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO’s			
Floyd Brown	Repair of Clarifiers	66290302-5301	\$ 9,385.00
Decrease			
DATA	Transportation	22511607-5355	\$ 27,814.00
Increases			
Village Network	Residential Treatment (line 1)	22511607-5342	\$ 54,000.00
Village Network	Residential Treatment (line 2)	25511607-5342	\$ 65,000.00
Public Defenders	Public Defender Services	10011202-5301	\$ 79,977.97
Delaware Motive	Services Facilities	10011106-5228	\$ 2,500.00
Architecture Ohio	Plans Review	10011301-5301	\$ 3,500.00
PRC Providers	Rent	22411602-5348	\$ 7,000.00
Vouchers			
Delaware County Fair	Fair Grant	10011102-5601	\$ 10,000.00
Siemns Water	Bioxide	66290308-5290	\$ 21,021.00
Bellefaire	Residential Treatment	22511608-5342	\$ 30,750.50
Cutting Edge	Formula 2006 Ashley	23011704-5365	\$ 10,000.00
Cutting Edge	RLF Ashley	23111709-5365	\$ 12,943.44
Pomegranate Health	Residential Treatment	22511608-5342	\$ 9,450.00
House of New Hope	Residential Treatment	22511607-5342	\$ 6,486.60
Ameritas Group Dental	Oct Premiums	75010903-5370	\$ 21,148.40
Todays Learning Child	Day Care	22411610-5348	\$ 13,780.34
Enchanted Care Learning	Day Care	22411610-5348	\$ 13,182.98

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

RESOLUTION NO. 07-1331

IN THE MATTER OF PROCLAIMING NOVEMBER, 2007 AS ADOPTION MONTH IN DELAWARE COUNTY:

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

PROCLAMATION

Whereas, every child deserves to have a loving, nurturing and permanent family to provide a stable, caring

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and supportive environment; and

Whereas, a growing number of Ohioans are building families through adoption enabling hundreds of individual children and siblings of all ages, races, cultures, mental and physical conditions and emotional needs, to become members of the community; and

Whereas, adoptive parents are rewarded by the joy of nurturing and supporting these children as they become happy and productive adult members of the community; and

Whereas, citizens should be encouraged to demonstrate their respect and gratitude for adoptive parents who unselfishly share their lives; and

Whereas, The Delaware County Department of Job and Family Services, public and private child care agencies and adoption support groups work diligently for Delaware County’s children in need of permanent, safe and loving homes; and strive to increase public awareness of the importance of adoptions.

Now Therefore Be It Resolved, that, the Commissioners of Delaware County do hereby proclaim November 2007, as Adoption Month in Delaware County and encourage citizens to observe this month by honoring adoptive families and to participate in efforts to find permanent homes for waiting children.

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

RESOLUTION NO. 07-1332

9:45AM PUBLIC HEARING REGARDING THE ISSUANCE OF ONE OR MORE SERIES OF ADJUSTABLE RATE DEMAND HEALTHCARE FACILITIES REVENUE BONDS, SERIES 2007 (WILLOW BROOK CHRISTIAN VILLAGE AT DELAWARE RUN PROJECT) BY THE COUNTY OF DELAWARE, OHIO:

It was moved by Mr. Ward, seconded by Mr. Evans to open the hearing at 9:50am.

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

RESOLUTION NO. 07-1333

IN THE MATTER OF CLOSING THE PUBLIC HEARING REGARDING THE ISSUANCE OF ONE OR MORE SERIES OF ADJUSTABLE RATE DEMAND HEALTHCARE FACILITIES REVENUE BONDS, SERIES 2007 (WILLOW BROOK CHRISTIAN VILLAGE AT DELAWARE RUN PROJECT) BY THE COUNTY OF DELAWARE, OHIO:

It was moved by Mr. Ward, seconded by Mr. Evans to close the hearing at 9:55am.

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

RESOLUTION NO. 07-1334

A RESOLUTION DETERMINING THE NECESSITY OF AND AUTHORIZING THE ISSUANCE AND SALE OF ADJUSTABLE RATE DEMAND HEALTH CARE FACILITIES REVENUE BONDS, SERIES 2007 (WILLOW BROOK CHRISTIAN COMMUNITIES PROJECT) IN ONE OR MORE SERIES OF THE COUNTY OF DELAWARE, OHIO, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$35,000,000; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT OF LEASE AND SUBLEASE IN CONNECTION THEREWITH; AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST INDENTURE TO SECURE SUCH SERIES 2007 BONDS; AUTHORIZING EXECUTION OF A BOND PURCHASE AGREEMENT WITH RESPECT TO SAID SERIES 2007 BONDS; AUTHORIZING A PRELIMINARY AND FINAL OFFERING CIRCULAR; A TAX REGULATORY AGREEMENT AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2007 BONDS.

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

WHEREAS, the County of Delaware, Ohio (the “County”), a county and political subdivision in and of the State of Ohio (the “State”), is authorized and empowered by virtue of the laws of the State, including without limitation, Chapter 140 of the Ohio Revised Code (the “Act”), to, among other things: (i) acquire, construct, improve and equip “hospital facilities”, as defined in the Act, which include the facilities comprising the Project (as herein defined), and to acquire by lease real estate within the boundaries of the County and interests therein, including without limitation, improvements situated thereon comprising such hospital facilities; (ii) enter into a lease agreement to provide for the lease of “hospital facilities” to a “nonprofit hospital agency”, both as defined in the Act; (iii) issue its revenue bonds for the purpose of financing the “costs of hospital facilities”, as defined in the Act, and to secure those revenue bonds by a trust indenture and by the pledge and assignment of the rent paid under the lease agreements and the funds created under the trust

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indenture; (iv) enact this Resolution; and (v) enter into the Trust Indenture, the Lease, the Sublease, the Bond Purchase Agreement and the Tax Regulatory Agreement, all as hereinafter defined, and to execute and deliver certain other documents and instruments upon the terms and conditions provided herein and therein; and

WHEREAS, the County of Franklin, Ohio previously issued its Adjustable Rate Demand Health Care Facilities Revenue Bonds, Series 2005 (Willow Brook Christian Village at Delaware Run Project) in the original principal amount of \$10,790,000 (the "Prior Bonds") for the purpose of financing the cost of acquiring, constructing and equipping of a retirement and health care community in the County of Delaware, Ohio and paying costs of issuance associated with the issuance of the Prior Bonds; and

WHEREAS, Willow Brook Christian Communities (the "Corporation") has requested this Board of County Commissioners (the "Board") to authorize the issuance of Adjustable Rate Demand Health Care Facilities Revenue Bonds, Series 2007 (Willow Brook Christian Communities Project) in one or more series of the County of Delaware, Ohio (the "Series 2007 Bonds"), for the purpose of, together with other available moneys of the Corporation, (1) financing the acquisition, construction and equipping of certain Hospital Facilities, as that term is defined in Section 140.01, Ohio Revised Code, including, without limitation, the construction of 54 independent living apartments and 36 assisted living units to be located on the Corporation's facilities located at 100 Delaware Crossing West, Delaware, Ohio (the "Project"), including the reimbursement of the Corporation for costs previously incurred with respect to such Hospital Facilities, (2) refunding the outstanding principal amount of the Prior Bonds, (3) funding interest during construction of the Project, and (4) paying certain costs and expenses of the County and the Corporation incurred in connection with the issuance of the Series 2007 Bonds and the refunding and retirement of the Prior Bonds; and

WHEREAS, this Board has determined, based solely on information and representations provided by the Corporation, that the refunding and retirement of the Prior Bonds and the acquisition, construction and equipping of the Project will further the public purpose of better providing for the health and welfare of the residents of the County and the State by enhancing the availability, efficiency and economy of independent living facilities, skilled nursing care and assisted living facilities to service the residents of the County, so that such Hospital Facilities are and will be available for the service of the general public without discrimination by reason of race, creed, color or national origin; and

WHEREAS, this Board has determined to authorize such Series 2007 Bonds and to award the sale thereof to Fifth Third Securities, Inc.; and

WHEREAS, it is necessary in connection with the issuance of such Series 2007 Bonds, the refunding and retirement of the Prior Bonds and the acquisition, construction and equipping of the Project to provide for the authorization of an Agreement of Lease, Sublease and a Trust Indenture; and

WHEREAS, it is necessary in connection with the issuance of such Series 2007 Bonds, the refunding and retirement of the Prior Bonds and the acquisition, construction and equipping of the Project to also provide for the authorization of a Bond Purchase Agreement and a Tax Regulatory Agreement and distribution of a Preliminary and final Offering Circular for the sale of the Series 2007 Bonds and to authorize certain other documents in connection with the issuance of the Series 2007 Bonds;

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

Section 1. For the public purpose of better providing for the health and welfare of the people of the State of Ohio by enhancing the availability, efficiency and economy of independent living facilities, nursing care and assisted living facilities constituting Hospital Facilities and services rendered thereby and facilitating the financing of Hospital Facilities to be available to or for the service of the general public without discrimination by reason of race, creed, color or national origin, this Board, acting on behalf of the County, hereby determines, based solely upon representations of the Corporation, that it is necessary to and the County shall issue revenue bonds pursuant to Section 140.06, Ohio Revised Code, in the aggregate principal amount of not to exceed \$35,000,000 for the purposes set forth in the preambles hereto. Such bonds shall be designated "County of Delaware, Ohio, Adjustable Rate Demand Health Care Facilities Revenue Bonds, Series 2007 (Willow Brook Christian Communities Project)" and may be issued in one or more series. The Series 2007 Bonds shall be issued in the form and denomination and shall be executed, dated, be subject to redemption prior to maturity on the dates and at the prices, bear interest at a weighted average interest rate not to exceed ten percent (10.00%) per annum, and be payable on the dates, all as exactly provided in the Trust Indenture and Bond Purchase Agreement hereinafter authorized. The Series 2007 Bonds shall be retired either at stated maturity or by mandatory sinking fund redemption over a period not to exceed 30 years as set forth in the Bond Purchase Agreement and the Trust Indenture hereinafter authorized.

Section 2. The Series 2007 Bonds shall be payable at the designated corporate trust office of U.S. Bank National Association (the "Trustee"), or any successor trustee.

Section 3. Anything in this Resolution, the Series 2007 Bonds and the Trust Indenture to the contrary, the Series 2007 Bonds do not and shall not constitute general obligations, debt or bonded indebtedness or a pledge of

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the faith and credit of the County or the State or any political subdivision thereof, and the holders or owners of the Series 2007 Bonds are not given the right, and have no right, to have excises, ad valorem taxes or other taxes levied by the County or the State or any political subdivision thereof, for the payment of the bond service charges on such Series 2007 Bonds. The Series 2007 Bonds shall contain a statement to that effect and that the right to such payment is limited to the revenues and special funds pledged for such purpose under the Trust Indenture herein authorized.

Section 4. At least two members of this Board be and they are hereby authorized and directed to execute on behalf of the County, a Trust Indenture with the aforesaid Trustee, in substantially the form presented to this Board and on file with the Clerk, and the Trust Estate as therein defined shall be pledged and the other agreements, covenants and promises therein made on behalf of the County shall be conclusively binding upon the County and in full force and effect from and after delivery of the aforesaid Series 2007 Bonds to their purchasers pursuant to the terms of said Trust Indenture. Said Trust Indenture shall be subject to such changes, insertions and omissions which are consistent with this Resolution and are not substantially adverse to the County and as are permitted by the Act and as may be approved by the members of this Board who execute the Trust Indenture, which approval shall be conclusively evidenced by the execution of said Trust Indenture as aforesaid.

Section 5. At least two members of this Board be and they are hereby authorized and directed to do all the acts and things required of them by the provisions of the Series 2007 Bonds and the Trust Indenture to the end that full and complete performance of all of the terms, covenants and agreements of the Series 2007 Bonds and Trust Indenture shall be effected, including taking all actions necessary to complete the sale of the Series 2007 Bonds under the "Blue Sky" laws of any jurisdiction; provided that the County shall not be required to submit to service of process in connection with any such "Blue Sky" action in any state except Ohio.

Section 6. This Board hereby determines, based on representations of the Corporation, that the leasing of the Existing Facilities from the Corporation and the subleasing of the Existing Facilities to the Corporation, which will operate the Existing Facilities, providing health care to the general public without discrimination by reason of race, creed, color or national origin, is undertaken for and will serve the public purpose of better providing for the health and welfare of the people of the County and the State of Ohio by enhancing the availability, efficiency and economy of hospital facilities and the services rendered thereby.

Section 7. At least two members of this Board be and they are hereby authorized and directed to execute and enter into, on behalf of the County an Agreement of Lease with the Corporation (the "Lease"), whereby the County will acquire a leasehold interest in the Existing Facilities. The Lease shall be substantially in the form presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions which are consistent with this Resolution and are not substantially adverse to the County and as are permitted by the Act and as may be approved by the members of this Board who execute the Lease, which approval shall be conclusively evidenced by the execution of said Lease as aforesaid. It is hereby determined, based solely on representations of the Corporation, that such Lease will promote the public purpose stated in Section 140.02, Ohio Revised Code, and the County will be duly benefited thereby.

Section 8. At least two members of this Board be and they are hereby authorized and directed to execute and deliver on behalf of the County a Sublease with the Corporation (the "Sublease"). The Sublease shall be substantially in the form presented to this Board and on file with the Clerk, subject to such changes, insertions and omissions which are consistent with this resolution and are not substantially adverse to the County and as are permitted by the Act and as may be approved by the members of this Board who execute the Sublease, which approval shall be conclusively evidenced by the execution of said Sublease as aforesaid. It is hereby determined, based solely on representations of the Corporation, that such Sublease will promote the public purpose stated in Section 140.02, Ohio Revised Code, and the County will be duly benefited thereby.

Section 9. At least two members of this Board are hereby authorized and directed to execute and deliver on behalf of the County a Bond Purchase Agreement providing for the sale of the Series 2007 Bonds substantially in the form heretofore presented to this Board by Fifth Third Securities, Inc., so long as the terms of purchase contained therein are within the guidelines established in Section 1 of this Resolution. Such Bond Purchase Agreement shall set forth the underwriting discount, principal amount, maturities and interest rate or rates on the Series 2007 Bonds, and the execution and delivery of the Bond Purchase Agreement by such members of this Board shall be conclusive evidence of the authorization by this Board of such underwriting discount, principal amount, maturities, any mandatory sinking fund redemption provisions and initial interest rate or rates on the Series 2007 Bonds.

Section 10. This Board, for and on behalf of the County, hereby covenants that it will restrict the use of the proceeds of the Series 2007 Bonds hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code and the regulations prescribed thereunder. The County Auditor, any County Commissioner, or any other officer of the County having responsibility with respect to the issuance of said Series 2007 Bonds is authorized and directed to give an appropriate certificate on behalf of the County, on the date of delivery of said Series 2007 Bonds for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof and the provisions of said Section 148 and regulations thereunder.

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Section 11. The use and distribution of the Preliminary Offering Circular with respect to the Series 2007 Bonds, a draft copy of which is on file with the Clerk, is hereby approved. The use and distribution of the Preliminary Offering Circular by Fifth Third Securities, Inc. and the Corporation prior to the date of passage of this Resolution is hereby expressly ratified and confirmed. The County has not confirmed, and assumes no responsibility for, the accuracy, completeness or sufficiency of any of the statements in any disclosure document, including the Preliminary Offering Circular and the final Offering Circular used by Fifth Third Securities, Inc. in connection with the offer and sale of the Series 2007 Bonds or any supplements thereto, or in any reports, financial information, offering or disclosure documents or other information relating in any way to the facilities described therein, the Corporation, or the Corporation’s management, operations, organization, history or financial condition, relating in any way to Fifth Third Securities, Inc., or relating in any way to Fifth Third Bank, as issuer of the letters of credit securing the Series 2007 Bonds.

Section 12. Any member of this Board be and is hereby authorized to execute and deliver on behalf of the County a final Offering Circular for the Series 2007 Bonds, which final Offering Circular shall be substantially in the form of the Preliminary Offering Circular approved and authorized in Section 11 of this Resolution.

Section 13. The appropriate officers of the County be and they hereby are authorized to execute and deliver on behalf of the County such other certificates, documents and instruments in connection with the issuance and public sale of the Series 2007 Bonds, the acquisition, construction and equipping of the Project or the refunding and retirement of the Prior Bonds, as may be required, necessary or appropriate, including, without limitation, any documents related to any interest rate hedge agreements, investment agreements, documents which are necessary or appropriate in order to ensure compliance of the Series 2007 Bonds with the Internal Revenue Code and including conveyances of title to real and personal property, terminations of financing statements and other releases of security interests in property and cancellations of leases. The documents specifically authorized hereby shall be subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution thereof by the proper officers of the County.

Section 14. This Board, as the “applicable elected representative” of the County for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended, hereby approves the issuance of the Series 2007 Bonds in the maximum principal amount of \$35,000,000, the proceeds of which will be used (i) to finance the acquisition, construction, installation and equipping of certain real and personal property constituting “hospital facilities”, as that term is defined in Section 140.01 of the Ohio Revised Code, including, but not limited to the acquisition, construction and installation of 54 independent living apartments and 36 assisted living units to be located at 100 Delaware Crossing West, Delaware, Ohio (the “Facility”), (ii) to refund and retire the outstanding principal amount of the County of Franklin, Ohio Adjustable Rate Demand Health Care Facilities Revenue Bonds, Series 2005 (Willow Brook Christian Village at Delaware Run Project), the proceeds of which were used to finance 52 twin single independent living units located at the facility, (iii) to fund capitalized interest during construction and (iv) to finance certain costs of issuance of the County and the Corporation incurred in connection with the issuance of the Series 2007 Bonds and the refunding and retirement of the Prior Bonds.

Section 15. It is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code, and the rules of this Board in accordance therewith.

Section 16. All resolutions or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

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

RESOLUTION NO. 07-1335

SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF A DITCH PETITION FILED BY HOMEOWNERS ASSOCIATION MEMBERS, J. MICHAEL CHUDIK AND OTHERS, FOR THE HARVEST WIND SECTIONS 1 AND 2 SUBDIVISION DITCH MAINTENANCE PROJECT:

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

WHEREAS, on the 21st day of September, 2007, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by Homeowners Association Members J. Michael Chudik and other petitioners, to:

1. Replace, Repair or alter the existing Improvement as required and to maintain this improvement per engineer plan.
2. In Delaware County, Genoa Township, In Harvest Wind Sections 1 and 2 Subdivision and generally following the existing course and terrain of the improvement in this subdivision.

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WHEREAS, the proper bond has been filed with the clerk, approved, conditioned for the payment of costs of notices, plus any other incidental expenses, except the cost incurred by the Engineer in making his preliminary reports, if the prayer of this petition is not granted, or if the petition is for any cause dismissed, unless the Board decides to pay the Engineer’s cost from the bond in accordance with Section 6131.09 of the Revised Code;

THEREFORE, BE IT RESOLVED, BY THE Board of County Commissioners, that **Monday the 17th day of December, 2007, at 2:00 PM at 6407 Spring Run Drive Westerville, Ohio 43082**, be and the same is hereby fixed as the time and place for the view thereon, and

BE IT FURTHER RESOLVED, That **Monday the 3rd day of March, 2008, at 7:30 PM** at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio 43015 be and the same is hereby fixed as the time and place for the first hearing on the petition, and

BE IT FURTHER RESOLVED, that notice of said view and hearing be given, as required by law.

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

RESOLUTION NO. 07-1336

SETTING DATE AND TIME FOR VIEWING AND PUBLIC HEARING FOR CONSIDERATION OF A DITCH PETITION FILED BY HOMEOWNERS ASSOCIATION MEMBERS, DANA WISECARVER AND OTHERS, FOR THE CANTERBURY SECTION 1 & 2 SUBDIVISION DITCH MAINTENANCE PROJECT:

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

WHEREAS, on the 27th day of September, 2007, the Clerk of this Board gave notice to the Board of County Commissioners and the County Engineer of Delaware County, Ohio, on the filing with her of a petition signed by Homeowners Association Member Dana Wisecarver and other petitioners, to:

- 1. Replace, Repair or alter the existing Improvement as required and to maintain these improvements per associated engineering plans.
- 2. In Delaware County, Liberty Township, In Canterbury Section 1 & 2 Subdivision and generally following the existing course and terrain of the improvement in this subdivision.

WHEREAS, the proper bond has been filed with the clerk, approved, conditioned for the payment of costs of notices, plus any other incidental expenses, except the cost incurred by the Engineer in making his preliminary reports, if the prayer of this petition is not granted, or if the petition is for any cause dismissed, unless the Board decides to pay the Engineer’s cost from the bond in accordance with Section 6131.09 of the Revised Code;

THEREFORE, BE IT RESOLVED, BY THE Board of County Commissioners, that **Monday the 17th day of December, 2007, at 3:15 PM at 2665 Bryton Drive Powell, Ohio 43065**, be and the same is hereby fixe d as the time and place for the view thereon, and

BE IT FURTHER RESOLVED, That **Monday the 3rd day of March, 2008, at 8:00 PM** at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio 43015 be and the same is hereby fixed as the time and place for the first hearing on the petition, and

BE IT FURTHER RESOLVED, that notice of said view and hearing be given, as required by law.

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

RESOLUTION NO. 07-1337

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE BOARD OF ELECTIONS:

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

Supplemental Appropriations

10016101-5313	Board of Elections/Printing	\$	10,000.00
10016101-5331	Board of Elections/Postage	\$	40,000.00
10016101-5201	Board of Elections/Office Supplies	\$	5,000.00
10016101-5208	Board of Elections/Election Supplies	\$	19,000.00
10016101-5325	Board of Elections/Support Services	\$	10,000.00

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

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RESOLUTION NO. 07-1338

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

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

Transfer of Appropriation						
From		To				
10031303-5342		10031301-5228				
Sheriff Jail/Medical Services		Sheriff Deputies/Vehicle Repair		\$	2,870.40	
10031303-5342		10031301-5333				
Sheriff Jail/Medical Services		Sheriff Deputies/Installation Charges		\$	4,195.20	
Vote on Motion	Mr. Jordan	Absent	Mr. Evans	Aye	Mr. Ward	Aye

RESOLUTION NO. 07-1339

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY
COMMISSIONERS AND GENOA TOWNSHIP TRUSTEES TO ACCOMMODATE DELAWARE COUNTY
EMS AT THE GENOA TOWNSHIP FIRE DEPARTMENT FACILITY:

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

AGREEMENT TO ACCOMMODATE DELAWARE COUNTY EMS
AT THE GENOA TOWNSHIP FIRE DEPARTMENT FACILITY

This Agreement made and concluded this 1st day of November, 2007 by and between the Delaware County Board of Commissioners, 101 North Sandusky Street, Delaware County, Ohio (“County”) and the Township of Genoa, 5111 S. Old 3C Hwy, Westerville, Delaware County, Ohio (“Township”) (hereinafter collectively the “Parties”).

WHEREAS, the County conducts Emergency Medical Services (“EMS”) in the southern portion of the county and the Township conducts EMS in the Township, also located in the southern portion of the County; and

WHEREAS, the Parties agree that it would be mutually beneficial to work together to ensure adequate medical coverage of the southern and Township areas of Delaware County; and

WHEREAS, the Township has offered to house Medic 7 of the Delaware County EMS (“Medic Unit”) within its Township Fire Department facilities located at 7049 Big Walnut Road, Galena, Ohio, 43021 (“Facility”) on an annual basis, renewable each year.

NOW, THEREFORE, for and in cooperation between the County and the Township, the Parties agree to the following:

ARTICLE I – TERM

This Agreement shall take effect immediately upon execution by the Parties, shall be retroactive to September 1, 2007, and shall continue in effect until August 31, 2008 (“Current Period”). This Agreement shall also cover a retroactive period from January 1, 2007 through August 31, 2007 (“Retroactive Period”).

ARTICLE II – REMUNERATION

The County agrees to remunerate the Township for the County’s use of the Facility and equipment. Remuneration will be at a rate of Ten Thousand Four Hundred Dollars and No Cents (\$10,400.00) for the Retroactive Period. Remuneration will be at a rate of Sixteen Thousand Dollars and No Cents (\$16,000.00) for the Current Period, payable in two (2) equal semi-annual installments of Eight Thousand Dollars and No Cents (\$8,000.00). Remuneration for the Retroactive Period and the first semi-annual installment is due within thirty (30) days of execution of this Agreement. The second semi-annual installment is due on or before the fifteenth (15th) day of March 2008.

The County further agrees to remunerate the Township for the County’s share of agreed upon capital costs to the facility, not to exceed a total additional cost of Eight Thousand Dollars and No Cents (\$8,000.00). The Township agrees to inform the County of and negotiate with the County for the shared cost of any improvements undertaken pursuant to this Article. The Township shall submit invoices to the County for the County’s share of any such capital costs. The County agrees to remit payment on said invoices within thirty (30) days of receipt thereof.

ARTICLE III – FACILITY USE

The facility is under the control of the Township and all policies and rules regarding use of common areas, utilities,

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etc. will be agreed upon by the Township and County prior to implementation. The employees of the County and Township will comply with said policies. No policy or rule will be implemented that hinders or interferes with the County's statutory duties. The Parties understand and agree that this Agreement is for use of the Facility by the Medic Unit as follows:

Apparatus Bay

A bay of the Facility will be designated as the County EMS bay for purposes of storing the medic vehicle. County EMS Medic Unit Crew ("Medic Unit Crew") will be responsible for keeping this area clean and cleared of any and all obstructions. The remaining bays will house firefighting equipment and the Township will have responsibility for maintaining its area. The Township agrees to provide space that the County can utilize for storage of medical equipment/supplies.

Living/Common Areas

The Township will provide sufficient and adequate sleeping quarters for Medic Unit Crew personnel, will provide access to all common areas, and will permit full use of utilities at the Facility at no additional cost.

Parking

The Medic Unit Crew will use the area designated for their parking for privately owned vehicles. Medic Unit Crew personnel will not park in areas designated as restricted parking.

Training Room

This will be a shared area. County and Township personnel will be responsible for cleaning up after themselves.

Kitchen

This will be a shared area. County and Township personnel will be responsible for cleaning up after themselves. The Township will supply adequate space for the Medic Unit Crew to store minimal food and condiment supplies.

ARTICLE IV – EQUIPMENT USE

The County and/or Medic Unit Crew will not utilize or borrow any Township equipment, except that equipment identified by this Agreement. The County will be responsible for replacing or repairing any equipment that the Medic Unit Crew damage or destroy. Replacement or repair is solely at the discretion of the Township and will be for like or similar equipment. Likewise, no County equipment will be used by the Township or Township Fire Department Members. Equipment that may be used by the County and/or Medic Unit Crew includes:

Kitchen Appliances

The Medic Unit Crew may use kitchen appliances as needed. The Medic Unit Crew is responsible for cleaning up appliances and the kitchen area after each use.

Furniture

The Medic Unit Crew may use existing furniture at the Facility.

Phone Lines

The Medic Unit Crew may use existing telephone equipment and lines. The Medic Unit Crew will maintain a phone log and the County will be responsible for reimbursing the Township for all long distance charges accrued by County and/or Medic Unit Crew.

Administrative Equipment

The Medic Unit Crew may use existing administrative equipment such as facsimile (The Medic Unit Crew will maintain a fax log and the County will be responsible for reimbursing the Township for all long distance charges accrued by County and/or Medic Unit Crew.), copier, etc. The Medic Unit Crew will not use computer equipment at the Facility, with the exception of access to the in-house wireless network for internet access.

ARTICLE V – PERSONNEL

The County EMS personnel will conduct its operations under the EMS Suggested Operating Guidelines. The County will exercise full administrative and operational control and supervision over its personnel. The Township will exercise full administrative and operational control and supervision over its personnel. Any conflicts that develop as a result of these guidelines will be resolved consistent with the dispute resolution process set forth in Article IX.

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ARTICLE VI – LIABILITY

The County and the Township agree to be and shall be responsible for their own respective actions, and/or the actions of their respective officers, employees, agents, representatives, volunteers, servants, etc., resulting from this Agreement. Therefore, the County and the Township agree to be individually and solely responsible for any and all accidents, liability, losses, damage, injury, including death, and/or related expenses that each may incur as a result of their own actions in the performance of this Agreement.

ARTICLE VII – INSURANCE

The County and the Township each shall maintain for the full term of this Agreement self-insurance and/or general liability insurance coverage with a combined minimum limit of One Million Dollars (\$1,000,000.00). The Parties shall be provided proof of such insurance before performance of this Agreement begins. Except in the case of self-insurance, any such general liability insurance coverage shall be issued by companies authorized to issue such policies within the State of Ohio.

ARTICLE VIII – TERMINATION

A. Breach or Default of Contract:

Upon breach or default of any of the provisions, obligations, or duties embodied in this Agreement, the aggrieved party shall attempt to resolve the matter resulting in breach or default consistent with the dispute resolution process provided herein in Article IX. If the breach or default is not satisfactorily remedied via such dispute resolution process, 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, the Township shall be entitled to receive remuneration that it is due hereunder through the date specified on the notice as the effective date for such termination.

B. Effect of Waiver of any Occurrence of Breach or Default:

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 the County or the Township fail 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 either party shall be authorized in writing and signed by an authorized representative of that party.

ARTICLE IX – DISPUTE RESOLUTION

Dispute procedures are specifically designed to deal with any alleged violations of this Agreement or as a result of any operational procedures that adversely impact on either party. Disputes from either party will be forwarded in writing to the Delaware County Chief of EMS and/or the Township Fire Chief, respectively. The party receiving a dispute has seven (7) work days to respond in writing to the other party. The response should include any findings or recommended solutions to the dispute. If the dispute cannot be resolved through written notification, the Chief of EMS will meet with the Township Fire Chief to arrive at a resolution. If the dispute cannot be resolved, it will be brought before the respective Boards for final resolution.

This dispute resolution process does not preclude any emergency situation that requires immediate contact by both Chiefs for resolution.

ARTICLE X – MISCELLANEOUS TERMS & CONDITIONS

A. FINDINGS FOR RECOVERY

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

B. 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.

C. 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

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with

D. ENTIRE AGREEMENT

This Agreement (and its Attachments) shall constitute the entire understanding and agreement between the Township and the County, 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 the Parties.

Further Be It Resolved, that the Commissioners approve a Purchase Order and Voucher to the Genoa Township Trustees in the amount of \$18,400.00.

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

RESOLUTION NO. 07-1340

IN THE MATTER OF RES CINDING RESOLUTION NO. 07-1246, DELAWARE COUNTY, OHIO:

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

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, rescind resolution No. 07-1246 to approve and accept the bids submitted for Tenant Improvements: 2081 North US Highway 23, Delaware County, Ohio.

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

RESOLUTION NO. 07-1341

IN THE MATTER OF REJECTING ALL BIDS RECEIVED FOR BID PACKAGE 1 – GENERAL TRADES, BID PACKAGE 3 – PLUMBING, BID PACKAGE 4 – ELECTRIC, AND BID PACKAGE 5 – FIRE FOR TENANT IMPROVEMENTS: 2081 NORTH US HIGHWAY 23, DELAWARE COUNTY, OHIO:

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

WHEREAS, Delaware County reserves the right to reject all bids, in whole or in part.

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, reject all bids received for the Tenant Improvements: 2081 North US Highway 23, Delaware, Ohio.

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

RESOLUTION NO. 07-1342

IN THE MATTER OF REJECTING ALL BIDS RECEIVED FOR RE-BID PACKAGE 2 – HVAC FOR TENANT IMPROVEMENTS: 2081 NORTH US HIGHWAY 23, DELAWARE, OHIO:

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

WHEREAS, Delaware County received bids on October 25, 2007. And;

WHEREAS, Delaware County reserves the right to reject all bids, in whole or in part.

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, reject all bids received for re-bid package 2 – HVAC for Tenant Improvements: 2081 North US Highway 23, Delaware, Ohio.

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

RESOLUTION NO. 07-1343

SETTING BID OPENING DATE AND TIME FOR TENANT IMPROVEMENTS TO 2081 NORTH US HIGHWAY 23:

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

Bids to be Opened at: Delaware County Commissioners
101 North Sandusky Street

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Delaware, Ohio 43015
Delaware County
State of Ohio

for the following project:

TENANT IMPROVEMENTS
2081 NORTH US HIGHWAY 23
DELAWARE COUNTY, OHIO

In accordance with the Drawing and specifications prepared by:

Gardner Architects
5 E. Winter Street, Suite 300
Delaware, Ohio 43015

W.E. Monks & Co. Engineers
3073 North High Street
Columbus, Ohio 43202-1180

Sealed Bids with Unit Prices will be received for:

Description	Base Bid Estimate	Estimate of Alternates
Bid Package 1 General Trades	\$936,500	No Alternates
Bid Package 2 HVAC	\$454,900	\$10,000.00
Bid Package 3 Plumbing	\$95,000	No Alternates
Bid Package 4 Electrical	\$386,930	No Alternates
Bid Package 5 Fire Protection	\$77,500	No Alternates

Until 10:00 AM November 20, 2007.

Contract Documents may be obtained by requesting a set of complete drawings from:

Delaware County Facilities Management
1405 US Rte 23 North
Delaware, Ohio 43015
740-833-2280

A Bid Guaranty must be submitted with each bid over \$10, 000

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

F.W. Dodge McGraw Hill
1175 Dublin Road
Columbus, Ohio 43215

Delaware County Board of Commissioners Office
101 North Sandusky Street
Delaware, Ohio 43015

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

RESOLUTION NO. 07-1344

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS LOWER SCIOTO WATER RECLAMATION FACILITY:

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

Supplemental Appropriation

66611905-5401	URF-LSWRF/ Land Purchase	\$ 1,220,278.30
66611905-5361	URF-LSWRF/ Legal Fees	\$ 80,000.00
66611905-5380	URF-LSWRF/ Other Services	\$ 7,000.00

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66611905-5001	URF-LSWRF/ Compensation	\$ 16,000.00
66611905-5101	URF-LSWRF/ Benefits	\$ 7,400.00
66611905-5260	URF-LSWRF/ Equipment	\$ 1,500.00
66611905-5450	URF-LSWRF/ Machinery	\$ 18,500,000.00

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

RESOLUTION NO. 07-1345

IN THE MATTER OF APPROVING ORGANIZATIONAL KEY NAME CHANGES AND SUPPLEMENTAL APPROPRIATIONS:

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

Change Description of Organization Key for 2008 Budget

22511613	CHILDREN SERVICE LOCAL FUNDS
41040419	N. OLD STATE OVER LEATHERWOOD RUN
40411414	COURTS BUILDING

Supplemental Appropriations

10031301-5260	Sheriff Deputies/Inventoried Tools	\$ 9,400.00
10031301-5450	Sheriff Deputies/Machinery \$ Equipment	\$10,520.00

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

RESOLUTION NO. 07-1346

IN THE MATTER OF APPROVING AN INTERGOVERNMENTAL COOPERATION AGREEMENT BETWEEN THE CONCORD/SCIOTO COMMUNITY AUTHORITY AND THE COUNTY OF DELAWARE:

It was moved by Mr. Ward, seconded by Mr. Evans to approve The Intergovernmental Cooperation Agreement Between The Concord/Scioto Community Authority And The County Of Delaware in substantially the form on file in the Commissioners’ Office, along with any changes therein and amendments thereto not substantially adverse to the County and which shall be approved by the Commissioners signing that agreement, provided that the approval of such changes and amendments thereto by the Commissioners, and the character of those changes and amendments as not being substantially adverse to the County, shall be evidenced conclusively by the execution thereof by the Commissioners signing that agreement.

[Add typical county language to appropriate \$18.5 million for the County’s obligations under this agreement – may also be in a separate resolution passed prior to signing this agreement]

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

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

RESOLUTION NO. 07-1347

IN THE MATTER OF APPROVING A FEE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND LAWRENCE LAW OFFICE:

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

FEE AGREEMENT

This Agreement is entered on this 1st day of November, 2007, by and between Lawrence Law Office (“Attorneys”) and Delaware County Commissioners (“Client”).

1. Attorneys shall represent Client in all matters as requested by Client on the terms set forth herein. With Client’s consent, additional attorneys and other personnel may provide services when necessary for proper representation. Attorneys agree to take direction only from Client, or from any other person that Client designates in writing. Attorneys do not undertake by this Agreement to represent any person or entity other than Client, to represent Client in connection with any other matter, or to appeal any initial decision of any Court or administrative agency. Any such additional services will be provided only under a separate agreement between Attorneys and Client.
2. Client agrees to pay Attorneys for Attorneys’ services at the rate of \$150.00 per hour for attorney time and \$65.00 per hour of paralegal time, plus reimbursement for all costs advanced and expenses incurred by Attorneys, including but not limited to court costs, long distance telephone and facsimile charges, photocopying, postage, courier fees, stenographic fees, personal and asset location fees, computer research services, expert consultant and witness fees, travel and lodging. Attorney fees, costs and

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- expenses will be reported to you in an itemized statement, and Client agrees to pay the full balance set forth on each statement upon receipt of the statement. Client understands that these billing rates are subject to adjustment from time to time, provided Client is given notice of any adjustment. Unless special arrangements are made at the outset, fees and expenses of others will not be paid by Attorneys and will be the responsibility of and billed directly to the Client. Client may and/or has requested that Client's obligations pursuant to this fee agreement be paid by a person or entity other than the client. Client consents to the Attorneys accepting compensation for their legal services provided on behalf of the Client from a person or entity other than the Client.
3. Statements which remain unpaid 30 days or more will be charged compound interest at the rate of 10% per annum. Regardless of the assessment of interest, Attorneys reserve the right to terminate representation if payment is not received within 30 days of the date of the statement.
 4. Client agrees to provide retainers for fees, costs and expenses from time to time at the Attorneys' request. All retainers will appear as credits on the itemized statements as trust accounts against which Attorneys' fees, costs and expenses will be charged. Further, Client agrees to provide a \$ N/A retainer which will commence Attorneys' representation of Client. Client understands that they are required to maintain the aforementioned retainer amount in their trust account and agrees to replenish the aforementioned retainer amount to maintain said amount in their trust account upon receipt of the itemized statement. Additionally, Client agrees to replenish the retainer with additional retainers as requested by Attorneys.
 5. Attorneys reserve the right to withdraw from representation if, among other things, Client fails to honor the terms of this Agreement, Client fails to cooperate or follow Attorneys' advice on a material matter, or if any fact or circumstance that would, in our view, render the continuing representation unlawful or unethical. If Attorneys elect to withdraw, Client will take all necessary steps to free Attorneys of any obligation to perform further, including the execution of any documents necessary to complete Attorneys' withdrawal, and Attorneys will be entitled to be paid for all services rendered and costs and expenses paid or incurred on Client's behalf to the date of withdrawal. Further, if such withdrawal from representation requires that the Attorneys withdraw as counsel of record in any court proceeding, Client understands and agrees that a copy of this Agreement may be submitted to the court.
 6. Client has the right at any time to terminate Attorneys' services and representation upon written notice to the Attorney. Such termination shall not, however, relieve Client of the obligation to pay for all services rendered and costs or expenses paid or incurred on behalf of the Client prior to the date of termination.
 7. Client understands that it is Client's obligation to disclose all relevant factual information concerning the events that led to the need for Attorneys' representation. In order to enable Attorneys effectively to render the services set forth herein, Client has agreed to disclose fully and accurately all facts and keep Attorneys apprised of all developments relating to the matter. Client has agreed to cooperate fully with Attorneys and be available to attend meetings, discovery proceedings and conferences, hearings and other proceedings.
 8. Since the outcome of litigation is subject to the vagaries and risks inherent in the litigation process, it is understood that Attorneys have made no promises or guarantees to Client concerning the outcome and Attorneys cannot do so. Nothing in this Agreement shall be construed as such a promise or guarantee.
 9. It is the intent of this Agreement that it comply with the Ohio Rules of Professional Conduct as interpreted by the Courts of the State of Ohio.
 10. If any clause or provision of this Agreement is or would be invalid, or unenforceable, in whole or in part, under applicable law, said clause or provision shall be deemed severed herefrom, and the validity and enforceability of the remainder of this Agreement shall not in any way be affected thereby and shall remain operative and in full force and effect.
 11. Attorney certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
 12. 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.

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

RESOLUTION NO. 07-1348

IN THE MATTER OF APPOINTING VIRGINIA FARNEMAN AND JONI REGULA AS THE DELAWARE BOARD OF COUNTY COMMISSIONERS' REPRESENTATIVES TO THE CONCORD-SCIOTO COMMUNITY AUTHORITY:

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

Whereas, the Board of Commissioners of Delaware County is responsible to make appointments from the public to various boards, councils and committees, and

Whereas, the Board of Commissioners of Delaware County shall appoint individuals to the Concord-Scioto Community Authority. Virginia Farneman and Joni Regula will be appointed to fill the vacancies created by the resignations of the current Citizen Members. Their term will begin November 1, 2007 and end June 20, 2008;

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

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Farneman and Joni Regula as the Commissioners’ Citizen Member Representatives to the Concord-Scioto Community Authority for the term beginning November 1, 2007 and ending June 20, 2008.

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

RESOLUTION NO. 07-1349

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; FOR PENDING OR IMMINENT LITIGATION AND FOR LAND ACQUISITION:

It was moved by Mr. Ward, seconded by Mr. Evans to adjourn into Executive Session at 10:45AM.

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

RESOLUTION NO. 07-1350

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mr. Evans to adjourn out of Executive Session at 11:50AM.

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

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners