

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 5, 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

7:30 PM Final Hearing For The Jones-Timms #516 Ditch Project

PUBLIC COMMENT

RESOLUTION NO. 07-1351

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 1, 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 November 1, 2007 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 07-1352

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1102 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR1102 :

It was moved by Mr. Jordan, seconded by Mr. Ward to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1102, memo transfers in batch numbers MTAPR1102 and Purchase Orders and Vouchers as listed below:

| <u>Vendor</u> | <u>Description</u> | <u>Account Number</u> | <u>Amount</u> |
|--------------------------|--------------------------------------|-----------------------|---------------|
| Po’s | | | |
| Eaton Electrical Inc. | UPS Maintenance Agreement | 21411306-5325 | \$ 7,908.00 |
| Priority Dispatch Corp | Annual Maintenance Agreement | 21411306-5325 | \$ 8,828.00 |
| Increases | | | |
| Adventure Academy | | 22411610-5348 | \$ 20,000.00 |
| Vouchers | | | |
| Postmaster | Mailing 1st Half 2007 Property Taxes | 10011105-5331 | \$ 9,300.00 |
| Downes, Hurst and Fishel | Legal Services | 21411306-5301 | \$ 5,808.45 |

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

RESOLUTION NO. 07 -1353

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Child Support Enforcement Agency is requesting that Adeana Gray, Kelly Mills and Christine Dobrovich attend an OCDA Partners Conference in Newark, Ohio November 7-8, 2007, at the cost of \$150.00.

The Emergency Management Agency is requesting that Brian Galligher attend an Incident Command Systems Level 300 in Wapakoneta, Ohio November 8-9, 2007 at no cost.

The Prosecutor’s Office is requesting that Dave Yost, Erin Gillespie, Aric Hochstettler, Chris Betts and C. OBrien attend a 2007 Ohio Prosecuting Attorneys Association Annual Meeting in Columbus, Ohio November 29-December 1, 2007, at the cost of \$1,444.33.

The Department of Job and Family Services is requesting that Tracey Merrin and Judy Mitchell attend a Youth Housing Summit in Columbus, Ohio December 3, 2007, at the cost of \$40.00.

Juvenile Court is requesting that David Andrews and Renee Lovelien attend a Sex Offenders Classification Laws Seminar in Columbus, Ohio November 26, 2007, at no cost.

Juvenile Court is requesting that Dana Wisecarver, Carole Bernhardt and Renee Lovelien attend a Victims Of Crime Act/Special Victims AA Grants Seminar in Columbus, Ohio November 7, 2007, at no cost.

Juvenile Court is requesting that Patty Cram attend a Bridges out of Poverty Seminar in Delaware, Ohio

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November 13-14, 007, at the cost of \$25.00.

The Administrative Services Department is requesting that Terry Conant attend the Ohio Dog Warden Regional Meeting in Coshocton County November 21, 2007, at no cost.

The EMS Department is requesting that Karla Jacobs, Joseph Schick, Scott Sullivan attend a Dispatcher In-service Training in Columbus, Ohio November 15, 2007, at no cost.

Juvenile Court is requesting that Sharon McCollister, Marilyn Kinnadrd, Dodie Davenport, Jackie Miley and Sharon Rush attend a 2007 Partners Conference in Columbus, Ohio November 7, 2007, at the cost of \$500.00.

The Department of Job and Family Services is requesting that Elizabeth Jones attend a SACWIS Users Training Group Meeting in Columbus, Ohio November 2, 2007, at the cost of \$24.56.

Juvenile Court is requesting that Deb McCurdy and Dana Wisecarver attend a Bridges out of Poverty Seminar in Delaware, Ohio November 13-14, 2007, at the cost of \$50.00.

The Department of Job and Family Services is requesting that April Riley and Deb Breedlove attend a Users Training Group Meeting in Columbus, Ohio January 10-11, 2008, at the cost of \$49.60.

The Department of Job and Family Services is requesting that Mary Burns, Kim Graham and Libby Jones attend a Bridges Out of Poverty Seminar in Delaware, Ohio November 13-14, 2007, at the cost of \$75.00.

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

RESOLUTION NO. 07-1354

IN THE MATTER OF APPROVING PLATS FOR OLENTANGY CROSSINGS SECTION 2 AND RIVER RUN
AND DITCH MAINTENANCE PETITIONS FOR ORANGE CENTRE DEVELOPMENT AND RIVER RUN
SUBDIVISION:

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

Olentangy Crossings Section 2

Situated In The State Of Ohio, County Of Delaware, Township Of Orange, Located In Part Of Farm Lot 9, Section 2, Township 3, Range 18, United States Military Lands, Being All Of The Remaining 3.925 Acres Of Lot 7352 Of Olentangy Crossings, Section 2, A Subdivision Of Record In Official Record Volume 742, Pages 1060-1062 And Stored In Plat Cabinet 3, Slide 771, And Being Part Of An Original 182.145 Acre Tract Conveyed To Lewis Center Investments, Llc. In Official Record Volume 590, Page 2050, Records Of The Recorder’s Office, Delaware County, Ohio. Cost \$6.00.

River Run Subdivision

Situated In The State Of Ohio, County Of Delaware, Township Of Liberty, Being In Farm Lot 12, Farm Lot 13, And Farm Lot 14 Of Quarter Township 4, Township 3, Range 19 United States Military Lands, Containing 37.751 Acres Of Land, More Or Less, In The Deed To River Run Of Powell LLC. Of Record In Official Record 0723, Page 0937, All Being Of Record In The Recorder’s Office, Delaware County, Ohio. Cost \$75.00.

Ditch Maintenance Petition- Orange Centre Development

We the undersigned owners of 50.627 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as **Orange Centre Development** as evidenced by the attached subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the **Orange Centre Development** Subdivision.

The cost of the drainage improvements is \$440,743.68 and a detailed cost estimate is available at the County Engineer’s office in Exhibit “D”. The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. 7 (seven) lots (50.637 acres) are created in this plat and each lot receives an

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equal share of the benefit (cost) of the project (for a detailed breakdown per lot refer to Engineer’s Office). The basis for calculating the assessment for each lot is therefore, \$8,705.70 per lot. An annual maintenance fee equal to 2% of this basis \$174.11 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$8,814.67 has been paid to Delaware County.

Easements to provide for the maintenance of the improvements have been provided on the plat.

Ditch Maintenance Petition-River Run

We the undersigned owners of 37.8 acres in Liberty Township, Delaware County, Ohio propose to create a subdivision known as River Run as evidenced by the attached subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the River Run Subdivision.

The cost of the drainage improvements is \$184,200 and a detailed cost estimate is available at the County Engineer’s office in Exhibit “D”. The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. 25 lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$7,368 per lot. An annual maintenance fee equal to 2% of this basis \$147 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$ has been paid to Delaware County.

Easements to provide for the maintenance of the improvements have been provided on the plat.

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

RESOLUTION NO. 07-1355

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR SHEFFIELD PARK SECTION 2, PHASE B; SHEFFIELD PARK SECTION 3, PHASE A AND WILSHIRE SECTION 7:

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

Sheffield Park Section 2, Phase B

The roadways to be accepted are as follows:

- An addition of 0.20 mile to **Township Road Number 1421, Normandy Drive**
- An addition of 0.31 mile to **Township Road Number 1554, Fox Hollow Drive**
- **Wicklow Court**, to be known as **Township Road Number 1559**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project. The Engineer also request approval to return the Bond being held as maintenance surety to the developer, Centex Homes.

Sheffield Park Section 3, Phase A

The roadway to be accepted is as follows:

- An addition of 0.48 mile to **Township Road Number 1419, Sheffield Park Drive**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project. The Engineer also request approval to return the Bond being held as maintenance surety to the developer, Centex Homes.

Wilshire Section 7

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The roadways to be accepted are as follows:

- An addition of 0.29 mile to **Township Road Number 774, Pleasant Colony Drive**
- **Hill Gail Court**, to be known as **Township Road Number 1557**
- **Autumn Applause Drive**, to be known as **Township Road Number 1558**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project. The Engineer also request approval to return the Bond being held as maintenance surety to the developer, Centex Homes.

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

RESOLUTION NO. 07-1356

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR SHEFFIELD PARK SECTION 2, PHASE B AND WILSHIRE SECTION 7:

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

Stop Conditions –Sheffield Park Section 2, Phase B

- On Township Road Number 1559, Wiclow Court, at its intersection with Township Road Number 1554, Fox Hollow Drive

Stop Conditions –Wilshire Section 7

- On Township Road Number 1557, Hill Gail Court its intersection with Township Road Number 774, Pleasant Colony Drive

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

RESOLUTION NO. 07-1357

IN THE MATTER OF RELEASING THE BOND FOR SAGE CREEK SECTION 4, PHASE B:

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

Sage Creek Section 4, Phase B

As the work for the above referenced project has been completed to the satisfaction of this office, The Engineer request approval to return the bond being held as surety and that Trenton Land Company be released from their obligations to this project.

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

RESOLUTION NO. 07 -1358

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

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

| Permit # | Applicant | Location | Type of Work |
|----------|-------------------------|--------------------------|--------------------------|
| U07141 | AT&T | Manning Parkway | Place buried cable |
| U07143 | Columbia Gas | The Woods at Wildcat Run | Install gas mains |
| U07145 | Embarq | Overbrook Drive | Replace defective cable |
| U07146 | AT&T | S. Old 3C Highway | Directional bore cable |
| U07150 | American Electric Power | Attucks Drive | Install overhead primary |
| U07151 | American Electric Power | Estates at Braumiller | Install pole |
| U07152 | American Electric Power | Liberty Road | Push and bore conduits |

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

RESOLUTION NO. 07-1359

IN THE MATTER OF SUBMITTING AN APPLICATION FOR THE FY2007 STATE HOMELAND SECURITY GRANT:

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

WHEREAS, the Ohio Emergency Management Agency offers Delaware County a grant through the Federal Department of Homeland Security, and;

WHEREAS, the Delaware County Office of Homeland Security and Emergency Management requests to submit to receive the \$147,400 allocated to Delaware County, and;

WHEREAS, the grant requires a committee to be established for the purpose of allocating the grant award and Delaware County has developed the Threat, Risk, and Needs (TRN) Committee, and;

WHEREAS, this grant does not have a match requirement;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approves the application for this grant.

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

RESOLUTION NO. 07-1360

IN THE MATTER OF SUBMITTING AN APPLICATION FOR THE FY 2007 REGIONAL STATE
HOMELAND SECURITY GRANT FOR HAZMAT TYPE III CAPABILITIES:

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

WHEREAS, the Ohio Emergency Management Agency offers a competitive grant that will be awarded to regional projects, and;

WHEREAS, the Delaware County Office of Homeland Security and Emergency Management requests to submit an application of \$37,306.85 for hazardous material spill response equipment on behalf of Homeland Security Region IV Hazmat Teams, and;

WHEREAS, this grant has no match, and;

WHEREAS, the grant would provide a Type III Hazmat Team within one hour of all areas within Homeland Security Region IV with the teams providing this function and receiving equipment from this grant are Columbus City Fire Hazmat, Crawford County Hazmat, Fairfield County Hazmat, Fayette County Hazmat, Hardin County Hazmat, Knox County Hazmat, Licking County Hazmat, Logan County Hazmat, Madison County Hazmat, Pickaway County Hazmat, and the Delaware Area Response Team; and

WHEREAS, the “Typing” for a Hazmat Team is based on the performance and equipment capabilities for a hazardous materials response with a Type V team meeting minimum standards and a Type I team meeting all possible equipment and performance standards;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approves the application for this grant.

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

RESOLUTION NO. 07-1361

IN THE MATTER OF SUBMITTING AN APPLICATION FOR THE FY 2007 REGIONAL STATE
HOMELAND SECURITY GRANT FOR COMMUNICATIONS EQUIPMENT:

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

WHEREAS, the Ohio Emergency Management Agency offers a competitive grant that will be awarded to regional projects, and;

WHEREAS, the Delaware County Office of Homeland Security and Emergency Management requests to submit an application of \$209,222 for the purchase of 800MHz radios and spectrum patching devices on behalf of Delaware County, Knox County, Marion County, and Morrow County, and;

WHEREAS, this grant has no match, and;

WHEREAS, the grant would promote interoperable communications on a regional level with these counties by having all counties able to communicate on the same system by either using Delaware County’s current system with available radios to adjoining counties or a patching device through the Morrow and Marion Counties’ dispatch centers;

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NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approves the application for this grant.

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

RESOLUTION NO. 07-1362

**IN THE MATTER OF SUBMITTING AN APPLICATION FOR THE FY 2007 REGIONAL STATE
HOMELAND SECURITY GRANT FOR HAZMAT TYPE II CAPABILITIES:**

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

WHEREAS, the Ohio Emergency Management Agency offers a competitive grant that will be awarded to regional projects, and;

WHEREAS, the Delaware County Office of Homeland Security and Emergency Management requests to submit an application of \$44,243.80 for hazardous material spill response equipment on behalf of Homeland Security Region IV, and;

WHEREAS, this grant has no match, and;

WHEREAS, the grant would provide a Type II Hazmat Team within two hours of all areas within Homeland Security Region IV with the teams providing this function and receiving equipment from this grant are Columbus City Fire Hazmat, Fairfield County Hazmat, Licking County Hazmat, Marion County Hazmat, NAS-T, and the Delaware Area Response Team; and

WHEREAS, the "Typing" for a Hazmat Team is based on the performance and equipment capabilities for a hazardous materials response with a Type V team meeting minimum standards and a Type I team meeting all possible equipment and performance standards;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approves the application for this grant.

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

RESOLUTION NO. 07-1363

**IN THE MATTER OF ACCEPTING THE BID AND APPROVING THE CONTRACT WITH G & G
ENTERPRISES FOR CDBG FORMULA 2006 VILLAGE OF OSTRANDER DRAINAGE IMPROVEMENTS
PROJECT:**

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

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

WHEREAS, funding is available in the amount \$5,000 from the CDBG FY 06 fund, \$20,000 from the Delaware County Revolving Loan Fund (RLF), and \$3,200 from the Village of Ostrander to pay for engineering, design and permits; and

WHEREAS, the project was bid out and bids were received October 22, 2007; and

WHEREAS, the Engineer for the Village, has reviewed the bids received, and has determined that the bid submitted by G & G Enterprises, in the amount of \$23,999.25 is the lowest and best bid.

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 Board of Commissioners authorizes an agreement between Delaware County Commissioners and G & G Enterprises for the Drainage Improvements in an amount up to \$25,000.

Section 2. This resolution shall take effect and be in force immediately after its passage.

CONTRACT

THIS AGREEMENT made this 5th day of November 2007, by and between, G & G Enterprises hereinafter called the "Contractor" and Delaware County Commissioners, hereinafter called the "Owner".

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WITNESSETH, that the Contractor and the owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work.

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services, and perform and complete all work required for Drainage Improvements.

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as followed.

The proposed work includes the 550 L.F.- 12" HDPE Storm Drain, 3-2-2B Catch Basins, 1-Core Drill existing catch basin, mobilization and seeding & mulching.

ARTICLE 2. The Contract Price.

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum of up to Twenty-Three Thousand Nine Hundred Ninety-Nine Dollars and 25/Cents (Dollars) \$23,999.25 subject to additions and deductions as provided in Section 109 hereof.

1. Choose term most applicable: a corporation organized and existing under the laws of the State of Ohio; a partnership consisting of N/A; and individual trading as N/A.
2. Supply principal items of Contract such as electrical, concrete, signs, caution tape and other items needed.

ARTICLE 3. Contract.

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. Instructions to Bidders
- e. Signed copy of Bid
- f. General Conditions, Parts I and II
- g. Special Conditions
- h. Technical Specifications
- i. Drawings (as listed in the Schedule of Drawings)

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

Article 4. Miscellaneous Terms & Conditions

- 4.1 Contractor agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities alone with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.
- 4.2 This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.
- 4.3 No term or provision of this Contract shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 4.4 If any item, condition, portion, or section of this Contract 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

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affected thereby, and this Contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with to the fullest extent permissible under the law.

4.5 Contractor certifies that it has no outstanding findings for recovery pending or issues against it by the State of Ohio

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

RESOLUTION NO. 07-1364

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE ECONOMIC DEVELOPMENT DEPARTMENT:

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

| SUPPLEMENTAL APPROPRIATIONS | | AMOUNTS |
|-----------------------------|--|------------|
| 40811422-5301 | Olentangy Crossing TIF- Professional Service | \$500.00 |
| 40811422-5420 | Olentangy Crossing TIF- Road Construction | \$9,101.95 |
| 44211423-5301 | US 23/ Lewis Center- Professional Service | \$500.00 |
| 44211423-5420 | US 23/Lewis Center- Road Construction | \$9,577.15 |

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

RESOLUTION NO. 07-1365

IN THE MATTER OF SETTING DATE AND TIME FOR THE DELAWARE COMMUNITY HOUSING IMPROVEMENT PROGRAM (DCHIP) PUBLIC HEARING # 2:

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

Whereas, a public hearing will be held on **Monday, November 19, 2007, at 9:30 am** in the County Commissioners’ Office located at 101 North Sandusky Street in Delaware, Ohio. This hearing is needed to consider the Delaware Community Housing Improvement (DCHIP) Program.

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

RESOLUTION NO. 07-1366

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR BUCKEYE DATA CENTER AND WALNUT GROVE ESTATES 2:

It was moved by Mr. Ward, seconded by Mr. Jordan to accept the sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

| | | |
|------------------------|----------------------------|-------------|
| Buckeye Data Center | 391 feet of 8-inch sewer | 4 manholes |
| | 600 feet of 10-inch sewer | |
| Walnut Grove Estates 2 | 5,156 feet of 8-inch sewer | 28 manholes |

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

RESOLUTION NO. 07-1367

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR ABBOTS GATE:

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

Abbots Gate

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 5th day of November 2007, by and between DISCOVERY LAND, LTD. SUBDIVIDER, as evidenced by the ABBOTSGATE 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:

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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 (**\$14,942.00**) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements. The bond, certified check, irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY at the completion of construction.

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

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 **\$2,000.00**, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall subtract from the above sum an amount equal to three and one-half percent (3½%) of the construction cost of the IMPROVEMENTS for plan review. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$75.00
CAMERA TRUCK \$150.00

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

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

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

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

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

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

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

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or

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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. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 07-1368

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

John Moss is transferring from an Operator to a Maintenance Mechanic I; effective date November 5, 2007.

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

RESOLUTION NO. 07-1369

SETTING BID OPENING DATE AND TIME FOR LOCK BOX SERVICES FOR THE SANITARY ENGINEER DEPARTMENT:

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

SEALED BIDS for LOCK BOX SERVICE will be received by the County of Delaware, Ohio at the Office of the Board of County Commissioners until **2:00 o'clock PM local time November 30, 2007**, and then at said Office publicly opened and read aloud.

The Bidder shall furnish Lock Box Services.

THE CONTRACT DOCUMENTS may be examined at the following locations:
Delaware County Sanitary Engineer's Office
50 Channing Street
Delaware, Ohio 43015

Copies of the CONTRACT DOCUMENTS may be obtained at the Office of Delaware County Sanitary Engineer's, free of charge.

The Board of County Commissioners reserves the right to reject any and all BIDS, and/or to award to the lowest and best BIDDER. Each BID must contain the full name of every person or company interested in the same.

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

RESOLUTION NO. 07-1370

IN THE MATTER OF AMENDING THE CHILD CARE SERVICES CONTRACTS BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDERS NATASHA ROSERIE; ENCHANTED CARE LEARNING CENTER; NATURAL LEARNING MONTESSORI AND KINDERCARE:

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

Natasha Roserie

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

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This amendment, effective August 6, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Natasha Roserie, entered into on the 6th day of August, 2007.

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

(1) Basic Rates:

Registration Fee: \$25.00 (per child/per year)

Enchanted Care Learning Center

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

This amendment, effective October 15, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Enchanted Care Learning Center, 7810 Graphics Way, entered into on the 1st day of January 2007.

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 \$16,500 to \$26,500.

Natural Learning Montessori

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

This amendment, effective September 30, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Natural Learning Montessori, entered into on the 1st day of January, 2007.

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

(1) Basic Rates:

| | Full Time | Part Time | Hourly |
|-----------|-----------|-----------|---------|
| Toddler | \$ 164.00 | \$ 117.70 | \$ 8.15 |
| Pre-K | \$ 159.44 | \$ 102.58 | \$ 5.84 |
| Schoolage | \$ 106.58 | \$ 78.32 | \$ 5.47 |

Kindercare

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

This amendment, effective September 30, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare 4895 Sawmill Rd., entered into on the 1st day of January, 2007.

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

(1) Basic Rates:

| | Full Time | Part Time | Hourly |
|-----------------------------------|-----------|-----------|---------|
| Infant | \$ 224.60 | \$ 165.01 | \$ 9.20 |
| Toddler | \$ 196.77 | \$ 139.44 | \$ 8.56 |
| Pre-K | \$ 167.41 | \$ 107.71 | \$ 6.13 |
| Schoolage | \$ 111.91 | \$ 82.24 | \$ 5.74 |
| Before OR After (Kindergarten) | \$ 102.90 | \$ 82.24 | \$ 5.74 |
| Before OR After | \$ 94.50 | \$ 82.24 | \$ 5.74 |
| Summer | \$ 161.49 | \$ 109.53 | \$ 6.72 |

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

RESOLUTION NO. 07-1371

IN THE MATTER OF APPROVING AN AMENDMENT TO A LEASE AGREEMENT BETWEEN WADAD INVESTMENT GROUP LLC AND DELAWARE COUNTY FOR 12 TROY ROAD:

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It was moved by Mr. Jordan, seconded by Mr. Ward to approve the amendment to the lease agreement between WADAD Investment Group Llc And Delaware County.

This amendment to Lease Agreement made and entered into at Delaware, Ohio on this 5th day of November, 2007 by and between WADAD Investment Group LLC, hereinafter referred to as “Lessor”, and Delaware County, hereinafter referred to as “Lessee”.

Witnesseth

Whereas, on the 1st day of July, 1994, Lessee and Lessor entered into a certain Lease Agreement, hereinafter referred to as “Lease” whereby Lessee leased from Lessor hereinafter referred to as Demised Premises” and

Whereas, Lessor and Lessee amendmened the Lease on the 23rd day of December, 1996 to include additional space of approximately 1,100 square feet and to make Lessee responsible for the maintenance and cleaning of the Foyer.

Whereas, Lessor and Lessee desire to modify said Lease to provide for the following:

- 1. The Lease expiration date shall be extend through June 30, 2008.
- 2. Retroactive from July 1, 2006 through June 30, 2008 the monthly rent paid by Lessor shall be \$4,693.00.
- 3. The New Rent monthly rent shall begin with the October 2007 monthly rent payment.
- 4. The total difference between the rent paid from July 1, 2006 to September 1, 2007 and the amount due per this Amendment of \$10,424.44 shall be due and payable November 1, 2007.

All other terms , agreements, covenants and conditions in the Lease dated July 1, 1994 and amended December 23, 1996 are hereby ratified and confirmed and remain in full force for and during the term of this lease, expiring June 30, 2008.

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

RESOLUTION NO. 07-1372

IN THE MATTER OF APPROVING AN AMENDMENT TO A CASH LEASE AGREEMENT BETWEEN RYAN D RHOADES AND DELAWARE COUNTY FOR THE COUNTY OWNED FARMLAND:

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

AMENDMENT TO CASH LEASE

This Amendment to Cash Lease Agreement made and entered into on November 5th, 2007, between the Board of Commissioners for Delaware County, Ohio, landlord, and Ryan D Rhoades, tenant.

WITNESSETH

WHEREAS, the Landlord and the Tenant are mutually desirous of modifying the terms and conditions of the Lease (“original Lease” herein”);

WHEREAS, The Landlord desires to incorporate all of the County owned farmland into one lease;

WHEREAS, the Tenant desires to lease the additional farm land;

NOW, THEREFORE, in consideration of the mutual covenants, promises and agreements herein contained, the parties agree as follows:

SECTION I. DATE, PARTIES TO LEASE, AND DESCRIPTION OF PROPERTY

- 2. The landlord, in consideration of the hereinafter described agreements made by the tenant, does hereby lease to the tenant to occupy and use for agriculture purposes only the following described real estate situated in the County of Delaware, State of Ohio: 169 of 219 acres located in Section (s) 18, Town 5, Range 1 & 2 of Brown Township and further described as Cropland of Delaware County Home Farm, and 51.0 acres located in Section(s) 4, Township 5, Range 19 of Delaware Township and further described as Cropland of Transfer Station Farm except for the following reservations: Buildings, Pasture Land and Barn and Feedlots.

SECTION III. PAYMENT OF RENT

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For the occupancy and use of the real estate as herein described the tenant agrees to pay the landlord, a rent of \$25,300.00, being computed at \$115.00 per tillable acre.

SECTION XIII. MISCELLANEOUS TERMS

1. Indemnity: The Tenant shall indemnify and hold harmless the Landlord, its agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the Tenant, any person directly or indirectly employed by Tenant, or any person for whose acts Tenant may be liable.
2. Insurance: The Tenant shall carry and maintain throughout the life of the Lease such bodily injury and property damage liability insurance as will protect it and the Landlord, its respective board members, officers, employees, agents, representatives, servants, and volunteers against any and all claims for personal injury, including death, or property damage, which may arise under this Lease or from use of vehicles in connection therewith, and shall include coverage for indemnification as described above.

The Tenant shall present to the Landlord current certificates of insurance, and shall maintain such insurance during the term of this Lease. Said insurance shall, at a minimum, include the insurance specified below and the amount of coverage on said policies of insurance shall be at least that which is specified below:

- a. General Liability insurance for a minimum of one million dollars (\$1,000,000.00) per occurrence;
 - b. Auto Liability Insurance covering all owned, non-owned and hired vehicles used upon or about the leased premises, with limits of at least three hundred thousand dollars (\$300,000.00) (Combined Single Limit) or, one hundred thousand dollars (\$100,000.00) per person and three hundred thousand dollars (\$300,000.00) per accident for bodily injury and one hundred thousand dollars (\$100,000.00) per accident for property damage.
3. Severability: If any provision of this Lease shall ever be held to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of this lease, and such other provision shall continue in full force and effect.
 4. Governing Law: This Lease shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Lease shall be filed in and heard before the courts of Delaware County, Ohio.

All other terms, agreements, covenants and conditions in the original lease dated April 3, 2006 are hereby ratified and confirmed and remain in full force for and during the term of the original lease.

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

RESOLUTION NO. 07-1373

IN THE MATTER OF APPROVING AND AWARDING THE BID FOR BID PACKAGE 13 – POOLEQUIPMENT (SHAWNEE POOLS.) FOR THE NEW HEADQUARTERS AND FACILITIES FOR THE COUNCIL FOR OLDER ADULTS, DELAWARE COUNTY, OHIO:

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

WHEREAS, Delaware County received bids for the pool equipment for the New Headquarters and Facilities for the Council for Older Adults, Delaware County, Ohio on August 28, 2007. And;

WHEREAS, after carefully reviewing the bids received, the bid submitted in the following chart have been determined to be the lowest and best bid.

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, approve and award the bid submitted for the pool equipment for the New Headquarters and Facilities for the Council for Older Adults, Delaware County, Ohio.

FURTHERMORE, the Board of Commissioners of Delaware County, State of Ohio, consent to extend the sixty day period to execute the contract by 30 days, if mutually agreed by the contractor.

| Description | Company Recommended | Amount of Contract Award |
|---------------------------------|---------------------|--------------------------|
| Bid Package 13 – Pool Equipment | Shawnee Pools | \$78,400.00 |

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

RESOLUTION NO. 07-1374

IN THE MATTER OF APPROVING CHANGE ORDERS FOR THE ADDITION OF THE THERAPY POOL TO THE NEW HEADQUARTERS AND FACILITIES FOR THE COUNCIL FOR OLDER ADULTS, DELAWARE COUNTY, OHIO:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the following change orders for the dollar amount indicated below and an extension of the contract by 116 days and a new completion date of February 29, 2008 to their contracts:

| Description | Company | Amount of Change Order |
|---------------------------------------|--------------------------------|------------------------|
| Bid Package 2 - Landscaping | Oberlanders Tree & Landscape | \$ 11,368.00 |
| Bid Package 3 - General Trades | ACI Construction Company, Inc. | \$ 822,406.00 |
| Bid Package 6 - Windows & Storefronts | Thomas Glass Co. | \$ 106,500.00 |
| Bid Package 9 - Plumbing | Fox Mechanical | \$ 108,229.50 |
| Bid Package 10 - HVAC | Limbach Company | \$ 151,511.00 |
| Bid Package 11 - Fire Protection | Central Fire Protection | \$ 24,237.00 |
| Bid Package 12 - Electrical | Royal Electric | \$ 119,000.00 |

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

RESOLUTION NO. 07-1375

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Stacey Montague, a full time paramedic with the EMS Department will be on Leave-With-Out-Pay until she returns from FMLA; effective date November 20, 2007.

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

RESOLUTION NO. 07-1376

7:30 PM FINAL HEARING FOR THE JONES -TIMMS #516 DITCH PROJECT:

It was moved by Mr. Ward, seconded by Mr. Jordan to open the Hearing at 7:35PM.

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

RESOLUTION NO. 07-1377

IN THE MATTER OF CLOSING THE PUBLIC HEARING TO ADDRESS THE JONES -TIMMS #516 DITCH PROJECT:

It was moved by Mr. Jordan, seconded by Mr. Ward to close the Hearing at 9:05PM.

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

RESOLUTION NO. 07-1378

IN THE MATTER OF COMMISSIONERS' FINDING AFFIRMING ORDER, CONFIRMING THE ASSESSMENTS, AND ORDERING THE LETTING OF THE CONTRACTS FOR THE JONES -TIMMS #516 DITCH PROJECT:

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

In The Matter Of The Jones -Timms #516 Ditch Petition Filed On July 10, 2002.

WHEREAS, this being the day fixed by said Board for the final hearing on the Reports, Plans, and Schedules of the County Engineer, on the estimated assessments, on claims for compensation or damages and on the proceedings for the improvement.

WHEREAS, The Board finds that due and legal notice of this final hearing has been given as required by

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law; and

WHEREAS, The Board has heard all the evidence offered in the proceedings and received and considered all the schedules, plans, and reports filed by the County Engineer, and

WHEREAS, this Board has considered the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, etc.;

THEREFORE BE IT RESOLVED, that the Board herby approves the maps, profiles, plans, schedules and reports for prepared by the Delaware County Engineer, and

FURTHER BE IT RESOLVED, That once the water shed is confirmed, the Delaware County Engineer’s estimated assessments are hereby approved and confirmed, and the Engineer is ordered to receive bids for the construction of the improvement, and

FURTHER BE IT RESOLVED, That county borrow funds to pay for the improvement, and that eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited, to pay the assessments that may be made for the improvement, and that interest shall be charged on the installments at the same rate charged to the Commissioners for the borrowing of the money, and

FURTHER BE IT RESOLVED, The County Engineer is hereby directed to prepare the necessary bid documents and legal advertisements; and

FURTHER BE IT RESOLVED, That the County Engineer be and he is hereby directed to give at least two weeks public notice as required by law of the time when and the place where bids will be received for furnishing any material for the improvement, or for the construction of the improvement, or any part thereof, and in case manufactured material is required for the construction of the improvement, the County Engineer is hereby directed to send copies of the notice by mail to dealers and manufacturers and all bids shall be received at the office of he Delaware County Engineer, 50 Channing Street, Delaware, Ohio.

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

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

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