

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 14, 2008

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

9:30 AM Public Hearing (#1) Regarding The Adoption Of The Updated Text Of The Delaware County Engineer’s Design, Construction And Surveying Standards Manual

RESOLUTION NO. 08-35

IN THE MATTER OF RE-ORGANIZATION OF BOARD OF COMMISSIONERS – PRESIDENT:

It was moved by Mr. Ward, seconded by Mr. Evans to appoint Kristopher Jordan as President of the Board of Commissioners for the year 2008.

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

RESOLUTION NO. 08-36

IN THE MATTER OF RE-ORGANIZATION OF BOARD OF COMMISSIONERS - VICE-PRESIDENT:

It was moved by Mr. Jordan, seconded by Mr. Evans to appoint James D. Ward as Vice President of the Board of Commissioners for the year 2008.

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

PUBLIC COMMENT

RICK HELWIG BICENTENNIAL COMMITTEE

RESOLUTION NO. 08-37

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 10, 2008 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 January 10, 2008 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 08-38

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0111:

It was moved by Mr. Ward, seconded by Mr. Evans to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0111 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Po’s			
T. C. Liberati LLC	Formula 2007 Grant/Ramp	23011708-5365	\$ 23,000.00
MORPC	CHIS Planning	23011708-5365	\$ 7,000.00
City of Delaware	Prosecutor Municipal	10011102-5301	\$ 100,000.00
Motorola Inc	Service Agreement	21411306-5325	\$ 638,460.00
Corporate Express	Office Supplies EMS	10011303-5201	\$ 8,300.00
Schilling Propane	Propane for Medic Stations	10011303-5338	\$ 10,000.00
Geer Gas Corporation	Oxygen Supplies For EMS	10011303-5243	\$ 10,000.00
City of Delaware	EMS Runs	10011303-5345	\$ 600,000.00
Treasurer State of Ohio	Annual Discharge Fee	66690501-5316	\$ 5,200.00
AEP	Service Alum Creek and Polaris	66290402-5338	\$ 400,000.00
AEP	Service at Various Pump Stations	66290410-5338	\$ 140,700.00
AEP	Service at OECC and Central	66290302-5338	\$ 400,000.00
AEP	Service at Various Pump Stations	66290309-5338	\$ 43,800.00
Vouchers			
Nancy Lucas	Child Care	22411610-5348	\$ 6,231.55
T. & J. Junior Academy	Child Care	22411610-5348	\$ 5,771.16

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Child Care Unlimited Sunbury	Child Care	22411610-5348	\$	6,774.66
Adventure Academy	Child Care	22411610-5348	\$	9,941.00
Liberty Community Center	Child Care	22411610-5348	\$	10,607.82
The Trident Group LTD.	Security	10011102-5345	\$	5,687.14
Pitney Bowes	Postage for Mailroom	10011105-5331	\$	20,000.00
2081 Rt 23 Company	Halls Building	10011105-5335	\$	7,700.00

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

RESOLUTION NO. 08 -39

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Department of Job and Family Services is requesting that Debra Benjamin and Jennifer Lair attend The Ultimate Supervisor Training Seminar in Columbus, Ohio February 13, 2008, at the cost of \$272.72.

Juvenile Court is requesting that Lisa Lemaster and Greg Bates attend a Probation Officer Training in Dublin, Ohio February 25-26, 2008, at no cost.

The Administrative Services Department is requesting that Dawn Huston and Lisa Iannotta attend an OHPELRA Training in Newark, Ohio February 4-5, 2008, at the cost of \$500.00.

The Engineer’s Office is requesting that Rob Riley attend a LPA Project Administration Seminar in Jackson, Ohio April 10, 2008.

The Department of Job and Family Services is requesting that Heather Allen participate in an online Cooperative Education Program in Vocational Training January 29- February 19, 2008, at the cost of \$543.00.

The Department of Job and Family Services is requesting that Heather Allen participate in an online Foundations For Individual Counseling Techniques Training February 26-March 24, 2008, at the cost of \$573.00.

The Code Compliance Department is requesting that Bev Pittman and Wendy Fox attend a Central Ohio Permit Technicians Code Seminar in Reynoldsburg, Ohio January 17, 2008, at the cost of \$10.00.

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

RESOLUTION NO. 08-40

IN THE MATTER OF APPROVING PLATS FOR ALEXANDER WAY AND OLENTANGY CROSSINGS SECTION 2, LOT 7353:

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

Alexander Way

Situated In The Township Of Concord, County Of Delaware, State Of Ohio, Located In Lot 40, Quarter Township 3, Township 4 North, Range 19 West, United States Military Lands, And All Of A 8.0 Acre Tract (8.146 By Survey) Conveyed To AVK Development LLC. As Described In Official Record 674, Page 2080, County Recorder’s Office, Delaware, Ohio. Cost \$12.00.

Olentangy Crossings Section 2, Lot 7353

Situated In The State Of Ohio, County Of Delaware, Township Of Orange, Located In Part Of Farm Lots 8 And 9, Section 2, Township 3, Range 18, United States Military Lands, Being Part Of Lot 7353 Of Olentany Crossings Section 2, Of Record In Official Record Volume 742, Page 1060 To 1062 , Also Being Part Of An

Original 182.145 Acre Tract Of Land Described In Deed To Lewis Center Investments, Llc, Of Record In Official Record Volume 590, Page 2050. All References Being To The Records Of The Recorder’s Office, Delaware County, Ohio. No Cost.

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

RESOLUTION NO. 08-41

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

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

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Permit #	Applicant	Location	Type of Work
U08002	The Knowledge Group	Liberty Road	Place telephone cable
U08003	American Electric Power	Home Road	Install 2 poles

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

RESOLUTION NO. 08-42

IN THE MATTER OF SUBMITTING CERTIFICATION OF TOTAL ROAD MILEAGE IN DELAWARE COUNTY WITH THE OHIO DEPARTMENT OF TRANSPORTATION FOR CALENDAR YEAR 2007:

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

As certified by the Board of County Commissioners and reported by the Director of Transportation, in accordance with the provisions specified in the Ohio Revised Code, Section 4501.04 (Distribution of Revenue), the total certified mileage for January through December 31, 2006 for Delaware County was **331.78** miles.

Based upon submitted documentation, the Board herby certifies a total of **331.35 county** roadway miles for calendar year 2007 (effective December 31, 2007).

(Documentation available in the Commissioners office until no longer of administrative value.)

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

RESOLUTION NO. 08-43

9:30AM PUBLIC HEARING (#1) REGARDING THE ADOPTION OF THE UPDATED TEXT OF THE DELAWARE COUNTY ENGINEER’S DESIGN, CONSTRUCTION AND SURVEYING STANDARDS MANUAL:

It was moved by Mr. Evans, seconded by Mr. Ward to open the hearing at 9:37AM.

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

RESOLUTION NO. 08-44

IN THE MATTER OF CLOSING THE PUBLIC HEARING (#1) REGARDING THE ADOPTION OF THE UPDATED TEXT OF THE DELAWARE COUNTY ENGINEER’S DESIGN, CONSTRUCTION AND SURVEYING STANDARDS MANUAL:

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

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

RESOLUTION NO. 08-45

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Recommendation to hire Alba Rosansky as a Social Services Worker III with the Department of Job and Family Services; effective date February 4, 2008.

Recommendation to hire Sarah Cass as a Social Services Worker II with the Department of Job and Family Services; effective date January 28, 2008.

Recommendation to hire Danielle Lopez as a Social Services Worker II with the Department of Job and Family Services; effective date January 31, 2008.

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

RESOLUTION NO. 08-46

IN THE MATTER OF APPROVING AN ADDENDUM TO THE CONTRACT FOR THE PROVISION OF CHILD PLACEMENT AND RELATED SERVICES BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE VILLAGE NETWORK:

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

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ADDENDUM TO THE CONTRACT FOR THE PROVISION OF CHILD PLACEMENT AND RELATED SERVICES BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE VILLAGE NETWORK

This is an addendum (“Addendum”) to the Contract for the Provision of Child Placement and Related Services (“Contract”) between the Delaware County Department Job and Family Services (“Agency”) and the Village Network f.k.a Boys Village (“Provider”) (collectively the “Parties”). Such Contract, by its terms, is effective for the period of time covering July 1, 2007 through June 30, 2008. This Addendum shall cover the remaining period of time for which the Contract is effective, beginning upon the date the last party attaches a signature hereto. The services covered in this addendum constitute the services provided under The Wrap-Around Support Program, here after referred to as WRAP.

WHEREAS, Article XXII of the Contract provides that it may be amended only by a writing signed by both parties; and,

WHEREAS, the Parties wish to modify the Contract to enhance the services provided by the Provider to the Agency to include preventative and aftercare services in the form of wrap-around services.

NOW THEREFORE, the parties agree to supplement to the provisions of the Contract as follows:

ADDITIONAL PROVIDER RESPONSIBILITIES

In addition to the services provided by the Provider to the Agency pursuant to the terms of the Contract, the Provider shall provide WRAP services to children referred by the Agency to the Provider specifically for these services.

The WRAP services shall include, but are not limited to, the following:

- A mental health assessment when appropriate.
- At minimum a designated and licensed social worker (LSW) or equivalent assigned to each case.
- At least one face to face in clients’ place of residence per week or as needed per client’s ISP.
- At least one face to face, mental health individual therapeutic service a week or as needed per client’s ISP week.
- If deemed appropriate, at least one face to face, mental health family therapeutic service a week, or as needed per client’s ISP per week.
- On-going case management services.
- The parent will be given the 24 hour on-call crisis phone number and TVN will respond appropriately (with crisis and stabilization support) within 15 minutes.
- Access to other services such as emergency foster care or emergency residential placement when appropriate. Such placements will occur only after the approval of the Agency and with a separate child care agreement.

Fee for services

- The fee is \$45 a day to cover non Medicaid services.
- Medicaid may be billed by provider for any Medicaid eligible services.

ADDITIONAL AGENCY RESPONSIBILITIES

In addition to the services provided by the Agency to the Provider pursuant to the terms on the Contract, the Agency agrees to provide the following to Provider to assure the case management services are being met:

- Weekly supervision between Agency Supervisor and the assigned Provider social worker.
- Office space, phone, and computer located within Agency
- Training regarding Agency process and procedures.
- Agency agrees to provide the forms needed to be completed by Provider to document service activities or the opportunity to complete data input for case documentation at the Agency.
- Case files which will remain in the Agency.

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

RESOLUTION NO. 08-47

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND THE VARIOUS CHILD CARE PROVIDERS LISTED BELOW:

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

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BASIC RATES

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

Part-time Week for Center and Type A Providers: 8 hours to 24.9 hours
Hourly Paid for .1 hour to 7.9 hours

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

Part-time Week for Home Providers: 8 hours to 24.9 hours
Hourly Paid for .1 hour to 7.9 hours

Child Care Provider		Full	Part Time	Hourly
Kindercare Learning Center 4895 Sawmill Parkway Columbus, Ohio 43235	Infant	\$224.60	\$ 165.01	\$ 9.20
	Toddler	\$196.77	\$ 139.44	\$ 8.56
	Preschool	\$167.41	\$ 107.71	\$ 6.13
	School age	\$111.91	\$ 82.24	\$ 5.74
	Summer School	\$161.49	\$ 109.53	\$ 6.72
	Kindergarten B or A	\$106.05	\$ 82.24	\$ 5.74
	School Age B or A	\$ 97.65	\$ 82.24	\$ 5.74
Kindercare Learning Center 96 Neverland Drive Lewis Center, Ohio 43035	Infant	\$224.60	\$ 165.01	\$ 9.20
	Toddler	\$196.77	\$ 139.44	\$ 8.56
	Preschool	\$167.41	\$ 107.71	\$ 6.13
	School age	\$111.91	\$ 82.24	\$ 5.74
	Summer School	\$161.49	\$ 109.53	\$ 6.72
	Before & After	\$107.10	\$ 82.24	\$ 5.74
Kindercare Learning Center 77 Caren Ave. Worthington, Ohio 43085	Infant	\$213.90	\$ 157.15	\$ 8.76
	Toddler	\$187.40	\$ 132.80	\$ 8.15
	Preschool	\$159.44	\$ 102.58	\$ 5.84
	School age	\$106.58	\$ 78.32	\$ 5.47
	Summer School	\$153.80	\$ 104.31	\$ 6.40
	Before & After	\$103.00	\$ 78.32	\$ 5.47
	Before or After	\$ 80.00	\$ 78.32	\$ 5.47
Kindercare Learning Center 55 S. Cleveland Ave. Westerville, Ohio 43081	Infant	\$213.90	\$ 157.15	\$ 8.76
	Toddler	\$187.40	\$ 132.80	\$ 8.15
	Preschool	\$159.44	\$ 102.58	\$ 5.84
	School age	\$106.58	\$ 78.32	\$ 5.47
	Summer School	\$153.80	\$ 104.31	\$ 6.40
	Before & After	\$ 97.00	\$ 78.32	\$ 5.47
	Before or After	\$ 77.00	\$ 77.00	\$ 5.47
Kindercare Learning Center 861 Eastwind Drive Westerville, Ohio 43081	Infant	\$213.90	\$ 157.15	\$ 8.76
	Toddler	\$187.40	\$ 132.80	\$ 8.15
	Preschool	\$159.44	\$ 102.58	\$ 5.84
	School age	\$106.58	\$ 78.32	\$ 5.47
	Summer School	\$153.80	\$ 104.31	\$ 6.40
	Before or After	\$ 91.00	\$ 78.32	\$ 5.47
Kindercare Learning Center 2001 Hard Road Columbus, Ohio 43235	Infant	\$213.90	\$ 157.15	\$ 8.76
	Toddler	\$187.40	\$ 132.80	\$ 8.15
	Preschool	\$159.44	\$ 102.58	\$ 5.84
	School age	\$106.58	\$ 78.32	\$ 5.47
	Summer School	\$153.80	\$ 104.31	\$ 6.40
	Before & After	\$ 88.00	\$ 78.32	\$ 5.47
Kindercare Learning Center 3885 Berry Leaf Lane Hillard, Ohio 43026	Infant	\$213.90	\$ 157.15	\$ 8.76
	Toddler	\$187.40	\$ 132.80	\$ 8.15
	Preschool	\$159.44	\$ 102.58	\$ 5.84
	School age	\$106.58	\$ 78.32	\$ 5.47
	Summer School	\$153.80	\$ 104.31	\$ 6.40
Kindercare Learning Center 6036 Tara Hill Drive Dublin, Ohio 43017	Infant	\$213.90	\$ 157.15	\$ 8.76
	Toddler	\$187.40	\$ 132.80	\$ 8.15
	Preschool	\$159.44	\$ 102.58	\$ 5.84
	School age	\$106.58	\$ 78.32	\$ 5.47
	Summer School	\$153.80	\$ 104.31	\$ 6.40
Kindercare Learning Center 600 Worthington Woods Blvd. Worthington, Ohio 43085	Infant	\$213.90	\$ 157.15	\$ 8.76
	Toddler	\$187.40	\$ 132.80	\$ 8.15
	Preschool	\$159.44	\$ 102.58	\$ 5.84
	School age	\$106.58	\$ 78.32	\$ 5.47

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	Summer School Before or After	\$153.80 \$ 91.00	\$ 104.31 \$ 78.32	\$ 6.40 \$ 5.47
Kindercare Learning Center 4705 Avery Road Hillard, Ohio 43026	Infant Toddler Preschool School age Summer School Before School Only After School Only	\$224.60 \$196.77 \$167.41 \$111.91 \$161.49 \$109.20 \$111.91	\$ 165.01 \$ 139.44 \$ 107.71 \$ 82.24 \$ 109.53 \$ 82.24 \$ 82.24	\$ 9.20 \$ 8.56 \$ 6.13 \$ 5.74 \$ 6.72 \$ 5.74 \$ 5.74
Kindercare Learning Center 10655 Sawmill Parkway Powell, Ohio 43065	Infant Toddler Preschool School Age/Before and After Summer School Before or After	\$224.60 \$196.77 \$167.41 \$111.91 \$161.49 \$101.85	\$ 165.01 \$ 139.44 \$ 107.71 \$ 82.24 \$ 109.53 \$ 82.24	\$ 9.20 \$ 8.56 \$ 6.13 \$ 5.74 \$ 6.72 \$ 5.74
Child Care Unlimited 650 W. Coshocton St. Johnstown, Ohio 43031	Infant Toddler Preschool School age Summer School Before & After Before School Only After School Only	\$165.00 \$160.00 \$155.00 \$106.58 \$150.00 \$ 75.00 \$ 35.00 \$ 50.00	\$ 157.15 \$ 132.80 \$ 102.58 \$ 78.32 \$ 104.31 \$ 75.00 \$ 35.00 \$ 50.00	\$ 8.76 \$ 8.15 \$ 5.84 \$ 5.47 \$ 6.40 \$ 5.47 \$ 5.47 \$ 5.47
Child Care Unlimited 100 W. Cherry Street Sunbury, Ohio 43074	Infant Toddler Preschool School age Summer School Before & After Before School Only After School Only	\$165.00 \$160.00 \$155.00 \$106.58 \$150.00 \$ 75.00 \$ 35.00 \$ 50.00	\$ 157.15 \$ 132.80 \$ 102.58 \$ 78.32 \$ 104.31 \$ 75.00 \$ 35.00 \$ 50.00	\$ 8.76 \$ 8.15 \$ 5.84 \$ 5.47 \$ 6.40 \$ 5.47 \$ 5.47 \$ 5.47
Gingerbread House 67 W. Fourth Ave. Columbus, Ohio 43021	Infant Toddler Preschool School age Summer School	\$213.90 \$187.40 \$159.44 \$106.58 \$153.80	\$ 157.15 \$ 132.80 \$ 102.58 \$ 78.32 \$ 104.31	\$ 8.76 \$ 8.15 \$ 5.84 \$ 5.47 \$ 6.40
R Kids Count 6725 Karl Road Columbus, Ohio 43229	Infant Toddler Preschool School age Summer School Before & After Before School Only After School Only	\$213.90 \$187.40 \$159.44 \$106.58 \$125.00 \$ 85.00 \$ 40.00 \$ 45.00	\$ 157.15 \$ 132.80 \$ 102.58 \$ 78.32 \$ 80.00 \$ 78.32 \$ 40.00 \$ 45.00	\$ 8.76 \$ 8.15 \$ 5.84 \$ 5.47 \$ 6.40 \$ 5.47 \$ 5.47 \$ 5.47
Stepping Stones Learning 860 Griswold Street Worthington, Ohio 43085	Infant Toddler Preschool School age Summer School	\$213.90 \$187.40 \$159.44 \$106.58 \$153.80	\$ 157.15 \$ 132.80 \$ 102.58 \$ 78.32 \$ 104.31	\$ 8.76 \$ 8.15 \$ 5.84 \$ 5.47 \$ 6.40
Adventure Academy 89 Cheshire Street Delaware, Ohio 43015	Infant Toddler Preschool School age Summer School Before & After Before or After	\$170.00 \$155.00 \$140.00 \$106.58 \$120.00 \$ 80.00 \$ 40.00	\$ 135.00 \$ 120.00 \$ 105.00 \$ 78.32 \$ 104.31 \$ 78.32 \$ 40.00	\$ 8.76 \$ 8.15 \$ 5.84 \$ 5.47 \$ 6.40 \$ 5.47 \$ 5.47
Jelly Bean Junction 1123 Bethel Road Columbus, Ohio 43221	Infant Toddler Preschool School age Summer School Before and After Before or After	\$213.90 \$187.40 \$159.44 \$106.58 \$153.80 \$100.00 \$ 85.00	\$ 157.15 \$ 132.80 \$ 102.58 \$ 78.32 \$ 104.31 \$ 78.32 \$ 78.32	\$ 8.76 \$ 8.15 \$ 5.84 \$ 5.47 \$ 6.40 \$ 5.47 \$ 5.47
Kids Academy 1012 High Street Worthington, Ohio 43085	Infant Toddler Preschool Schoolage	\$205.00 \$185.00 \$159.44 \$106.58	\$ 157.15 \$ 132.80 \$ 102.58 \$ 78.32	\$ 8.76 \$ 8.15 \$ 5.84 \$ 5.74

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	Summer School	\$135.00	\$ 104.31	\$ 6.40
Liberty Community Center 207 London Road Delaware, Ohio	Infant	\$187.00	\$ 157.15	\$ 8.76
	Toddler	\$165.00	\$ 132.80	\$ 8.15
	Preschool	\$150.00	\$ 102.58	\$ 5.84
	School age	\$106.58	\$ 78.32	\$ 5.47
	Summer School	\$130.00	\$ 104.31	\$ 6.40
Lapetite Academy 909 Polaris Pkwy Columbus, Ohio 43240	Infant	\$213.90	\$ 157.15	\$ 8.76
	Toddler	\$187.40	\$ 132.80	\$ 8.15
	Preschool	\$159.44	\$ 102.58	\$ 5.84
	School age	\$106.58	\$ 78.32	\$ 5.47
	Summer School	\$153.80	\$ 104.31	\$ 6.40
	Before and After	\$100.00	\$ 78.32	\$ 5.47
Brooksedge Day Care 740 Greencrest drive Westerville, Ohio 43081	Infant	\$213.90	\$ 157.15	\$ 8.76
	Toddler	\$187.40	\$ 132.80	\$ 8.15
	Preschool	\$159.44	\$ 102.58	\$ 5.84
	School age	\$106.58	\$ 78.32	\$ 5.47
	Summer School	\$153.80	\$ 104.31	\$ 6.40
	Before or After	\$ 85.00	\$ 78.32	\$ 5.47
Children’s Discovery Place 9331 S. Old State Road Lewis Center, Ohio	Infant	\$213.90	\$ 157.15	\$ 8.76
	Toddler	\$187.40	\$ 132.80	\$ 8.15
	Preschool	\$159.44	\$ 102.58	\$ 5.84
	School age	\$106.58	\$ 78.32	\$ 5.47
	Summer School	\$153.80	\$ 104.31	\$ 6.40
Come N Play 158 Imperial Gahanna, Ohio 43230	Infant	\$175.00	\$ 157.15	\$ 8.76
	Toddler	\$155.00	\$ 132.80	\$ 8.15
	Preschool	\$145.00	\$ 102.58	\$ 5.84
Delaware Joint Vocational 1610 DR #521 Delaware, Ohio	Infant	\$100.00	\$ 100.00	\$ 8.86
	Toddler	\$100.00	\$ 100.00	\$ 8.15
	Preschool	\$100.00	\$ 100.00	\$ 5.48
Delaware Christian Academy 2280 Marysville Road Delaware, Ohio 43015	Toddlers(untrained)	\$159.44	\$ 102.58	\$ 5.84
	Toddler (trained)	\$150.00	\$ 102.58	\$ 5.84
	Pre-k (Tues./Thurs.	\$ 31.00	\$ 31.40	\$ 5.84
	Pre-k (MWF)	\$ 38.37	\$ 38.37	\$5.84
	School Age	\$ 46.50	\$ 46.50	\$ 5.47
Delaware City SACC 621 Pennsylvania Ave. Delaware, Ohio 43015	Full Day 6:30-6:00pm	\$95.00	\$ 78.32	\$ 5.47
	Half Day Before & After	\$70.00	\$ 70.00	\$5.47
	Before or After	\$55.00	\$ 55.00	\$ 5.47
	Summer School Age	\$110.00	\$ 104.31	\$ 6.40
Grace Family Day Care 375 Hills Miller Road Delaware, Ohio 43015	Infant	\$155.00	\$ 155.00	\$ 8.76
	Toddler	\$145.00	\$ 132.80	\$ 8.15
	Pre-K (all Year)	\$135.00	\$ 102.58	\$ 5.84
	Pre-K 3yrs (T & R)	\$120.00	\$ 102.58	\$ 5.84
	Pre-K 4 Year MTW	\$150.00	\$ 102.58	\$ 5.84
	Pre-K (M-R)	\$159.00	\$ 102.58	\$ 5.84
	School Age	\$106.58	\$ 78.32	\$ 5.47
	AM& PM	\$95.00	\$ 78.32	\$5.47
	AM or PM (BPC)	\$60.00	\$ 60.00	\$5.47
	AM & PM (BPCC)	\$ 80.00	\$ 78.32	\$5.47
	Summer School	\$110.00	\$ 104.31	\$6.40

Child Care Provider	Infants	Toddlers	Preschool	School
Shelly Heuser 676 Milwood Blvd Marysville, Ohio 43040	\$137.69 Full \$ 97.84 Part \$ 5.09 Hourly	\$125.00 Full \$ 94.18 Part \$ 4.88 Hourly	\$125.00 Full \$ 83.02 Part \$ 4.63 Hourly	\$126.00 Full \$ 72.00 Part \$ 3.55 Hourly
Patricia Jones	\$147.34 Full	\$143.00 Full	\$132.58 Full	\$118.55 Full

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332 Eastwood Ave Delaware, Ohio 43015	\$ 108.33 Part \$ 5.17 Hourly Summer Rate	\$ 110.72 Part \$ 4.88 Hourly \$130.73 Full	\$ 112.42 Part \$ 5.77 Hourly \$ 94.89 Part	\$ 89.61 Part \$ 5.28 Hourly \$ 6.08 Part time
Leslie Kinnard 358 Houk Road Delaware, Ohio 43015	\$147.34 Full \$ 108.33 Part \$ 5.17 Hourly Summer Rate	\$143.00 Full \$ 110.72 Part \$ 4.88 Hourly \$130.73 Full	\$132.58 Full \$ 112.42 Part \$ 5.77 Hourly \$ 94.89 Part	\$118.55 Full \$ 89.61 Part \$ 5.28 Hourly \$ 6.08 Part time
Sue Koloff 180 North Liberty Street Delaware, Ohio 43015	\$132.08 Full \$ 86.16 Part \$ 5.09 Hourly Before or After School	\$124.52 Full \$ 82.62 Part \$ 4.88 Hourly \$5.00 Hour	\$118.78 Full \$ 76.94 Part \$ 4.63 Hourly	\$104.96 Full \$ 70.82 Part \$ 3.37 Hourly
Paula Smith 3376 Groll Road Waldo, Ohio 43356	\$114.00 Full \$ 81.65 Part \$ 2.99 Hourly Summer Rate	\$115.07 Full \$ 80.41 Part \$ 3.00 Hourly \$108.78 Full	\$111.07 Full \$ 82.04 Part \$ 2.82 Hourly \$ 85.00 Part	\$104.30 Full \$ 69.12 Part \$ 2.93 Hourly \$ 2.93 Part time
Donna Teegarden 13012 Centerburg road Sunbury, Ohio 43074	\$147.34 Full \$ 108.33 Part \$ 5.17 Hourly Summer Rate	\$143.00 Full \$ 110.72 Part \$ 4.88 Hourly \$130.73 Full	\$132.58 Full \$ 112.42 Part \$ 5.77 Hourly \$ 94.89 Part	\$118.55 Full \$ 89.61 Part \$ 5.28 Hourly \$ 6.08 Part time
Kim VanDyke 5881 Carters Corner road Sunbury, Ohio 43074	\$147.34 Full \$ 108.33 Part \$ 5.17 Hourly Summer Rate	\$143.00 Full \$ 110.72 Part \$ 4.88 Hourly \$130.73 Full	\$132.58 Full \$ 112.42 Part \$ 5.77 Hourly \$ 94.89 Part	\$118.55 Full \$ 89.61 Part \$ 5.28 Hourly \$ 6.08 Part time
Christina Tucker 131 Blue Spruce Ct. Delaware, Ohio 43015	\$147.34 Full \$ 108.33 Part \$ 5.17 Hourly Summer Rate	\$143.00 Full \$ 110.72 Part \$ 4.88 Hourly \$130.73 Full	\$132.58 Full \$ 112.42 Part \$ 5.77 Hourly \$ 94.89 Part	\$118.55 Full \$ 89.61 Part \$ 5.28 Hourly \$ 6.08 Part time
Dawnya Coleman 56 High street Delaware, Ohio 43015	\$147.34 Full \$ 108.33 Part \$ 5.17 Hourly	\$143.00 Full \$ 110.72 Part \$ 4.88 Hourly	\$132.58 Full \$ 112.42 Part \$ 5.77 Hourly	\$118.55 Full \$ 89.61 Part \$ 5.28 Hourly
Laura Black 8030 Gladshire Blvd Lewis Center, Ohio 43035	\$147.34 Full \$ 108.33 Part \$ 5.17 Hourly	\$143.00 Full \$ 110.72 Part \$ 4.88 Hourly	\$132.58 Full \$ 112.42 Part \$ 5.77 Hourly	\$118.55 Full \$ 89.61 Part \$ 5.28 Hourly
Mary Lemasters 5230 Hickory way Lewis Center, Ohio 43035	\$147.34 Full \$ 108.33 Part \$ 5.17 Hourly Summer Rate	\$143.00 Full \$ 110.72 Part \$ 4.88 Hourly \$130.73 Full	\$132.58 Full \$ 112.42 Part \$ 5.77 Hourly \$ 94.89 Part	\$118.55 Full \$ 89.61 Part \$ 5.28 Hourly \$ 6.08 Part time
Nancy Lucas 6488 Liberty road Powell, Ohio 43065	\$147.34 Full \$ 108.33 Part \$ 5.17 Hourly Summer Rate	\$143.00 Full \$ 110.72 Part \$ 4.88 Hourly \$130.73 Full	\$132.58 Full \$ 112.42 Part \$ 5.77 Hourly \$ 94.89 Part	\$118.55 Full \$ 89.61 Part \$ 5.28 Hourly \$ 6.08 Part time
Sandra McConnell 15680 Lewis Road Sunbury, Ohio 43074	\$147.34 Full \$ 108.33 Part \$ 5.17 Hourly Summer Rate	\$143.00 Full \$ 110.72 Part \$ 4.88 Hourly \$130.73 Full	\$132.58 Full \$ 112.42 Part \$ 5.77 Hourly \$ 94.89 Part	\$118.55 Full \$ 89.61 Part \$ 5.28 Hourly \$ 6.08 Part time
Kathy McKee 3200 Pelden Ct, Columbus, Ohio 43231	\$147.34 Full \$ 108.33 Part \$ 5.17 Hourly Summer Rate	\$143.00 Full \$ 110.72 Part \$ 4.88 Hourly \$130.73 Full	\$132.58 Full \$ 112.42 Part \$ 5.77 Hourly \$ 94.89 Part	\$118.55 Full \$ 89.61 Part \$ 5.28 Hourly \$ 6.08 Part time
Kerry Santa 5798 Genoa Farms Blvd Westerville, Ohio 43082	\$147.34 Full \$ 108.33 Part \$ 5.17 Hourly	\$143.00 Full \$ 110.72 Part \$ 4.88 Hourly	\$132.58 Full \$ 112.42 Part \$ 5.77 Hourly	\$118.55 Full \$ 89.61 Part \$ 5.28 Hourly

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	Summer Rate	\$130.73 Full	\$ 94.89 Part	\$ 6.08 Part time
Tarri Jones 22 Euclid Ave Delaware, Ohio 43015	\$132.08 Full \$ 86.16 Part \$ 5.09 Hourly	\$124.52 Full \$ 82.62 Part \$ 4.88 Hourly	\$118.78 Full \$ 76.94 Part \$ 4.63 Hourly	\$104.96 Full \$ 70.82 Part \$ 3.37 Hourly
Carolyn Chute 2001 Ashburn Drive Delaware, Ohio 43015	\$147.34 Full \$ 108.33 Part \$ 5.17 Hourly Summer Rate	\$143.00 Full \$ 110.72 Part \$ 4.88 Hourly \$130.73 Full	\$132.58 Full \$ 112.42 Part \$ 5.77 Hourly \$ 94.89 Part	\$118.55 Full \$ 89.61 Part \$ 5.28 Hourly \$ 6.08 Part time
Leah Blake 188 Overtrick Drive Delaware, Ohio 43015	\$147.34 Full \$ 108.33 Part \$ 5.17 Hourly Summer Rate	\$143.00 Full \$ 110.72 Part \$ 4.88 Hourly \$130.73 Full	\$132.58 Full \$ 112.42 Part \$ 5.77 Hourly \$ 94.89 Part	\$118.55 Full \$ 89.61 Part \$ 5.28 Hourly \$ 6.08 Part time
Yvette Bradley 788 Odevene way Delaware, Ohio 43015	\$147.34 Full \$ 108.33 Part \$ 5.17 Hourly Summer Rate	\$143.00 Full \$ 110.72 Part \$ 4.88 Hourly \$130.73 Full	\$132.58 Full \$ 112.42 Part \$ 5.77 Hourly \$ 94.89 Part	\$118.55 Full \$ 89.61 Part \$ 5.28 Hourly \$ 6.08 Part time
Darlene Hill 2916 Smeltzer road Marion, Ohio 43302	\$114.00 Full \$ 81.65 Part \$ 2.50 Hourly Summer Rate	\$115.07 Full \$ 80.41 Part \$ 2.50 Hourly \$108.00 Full	\$111.07 Full \$ 82.04 Part \$ 2.50 Hourly \$ 85.49 Part	\$104.30 Full \$ 69.12 Part \$ 2.00 Hourly \$ 2.50 Part time
Michelle Croy 2090 St. Rt. 61 Marengo, Ohio 43334	\$116.26 Full \$ 76.00 Part \$ 2.99 Hourly Summer Rate	\$112.00 Full \$ 75.40 Part \$ 2.9 Hourly \$102.17 Full	\$110.62 Full \$ 70.65 Part \$ 2.82 Hourly \$ 69.79 Part	\$ 98.94Full \$ 64.51 Part \$ 2.92 Hourly \$ 2.92 Part time

(A Copy of each of these contacts is available in the Commissioners’ Office until no longer of Administrative Value).

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

RESOLUTION NO. 08-48

IN THE MATTER OF EXTENDING THE TIME TO EXECUTE THE CONTRACT FOR BID
PACKAGE 13 – POOL EQUIPMENT (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. Evans to approve the following:

WHEREAS, Board of Commissioners of Delaware County approved and awarded the bid submitted by Shawnee Pools for the pool equipment for the New Headquarters and Facilities for the Council for Older Adults, Delaware County, Ohio on November 5th, 2007 by resolution no. 07-1373. And;

WHEREAS, Per O.R.C. 153.12, the time for awarding and executing the contract may be extended beyond the 60 day period by mutual consent of the owner and the bidder whose bid the owner accepts. And;

WHEREAS, Shawnee Pools has agreed in writing to extend their bid until January 31, 2008.

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, consent to extend the period to execute the contract until January 31, 2008 for the pool equipment for the New Headquarters and Facilities for the Council for Older Adults, Delaware County, Ohio.

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

RESOLUTION NO. 08-49

IN THE MATTER OF APPROVING THE CONTRACT WITH SHAWNEE POOLS FOR BID
PACKAGE 13, POOL EQUIPMENT, FOR THE NEW HEADQUARTERS AND FACILITIES FOR
THE COUNCIL FOR OLDER ADULTS, DELAWARE COUNTY, OHIO:

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

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This Contract made by and between:

Shawnee Pools
4580 Spencerville Road
Lima, OH 45805

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

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

ARTICLE 1

1.1 The Contractor shall perform the entire work described in the Contract Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

Delaware County
Council For Older Adults
New Senior Service Center
Delaware, Ohio 43015

ARTICLE 2

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Contract Documents, the amount of **Seventy Eight Thousand, Four Hundred Dollars and Zero Cents** (the “Contract Price”), based upon the Bid Form, dated **August 24, 2007** submitted by the Contractor.

Base Bid \$78,400.00

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

ARTICLE 3

3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion in accordance with the Milestones set forth in Section 00840, following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.

3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed upon the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.

3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Contract Documents.

3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1. To \$50,000	\$ 150.
More than \$50,000 to \$150,000	\$ 250.
More than \$150,000 to \$500,000	\$ 500.
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

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ARTICLE 4

- 4.1 The Contract Documents shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Contract Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.
- 4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be brought in a court of competent jurisdiction in the State of Ohio.
- 4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

ARTICLE 5

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract Documents shall be valid and enforceable unless the Delaware County Board of Commissioners first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon execution by the Delaware County Board of Commissioners.

ARTICLE 6

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

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

RESOLUTION NO. 08-50

IN THE MATTER OF APPLYING FOR AUTHORIZATION TO EMPLOY LEGAL COUNSEL TO ASSIST THE BOARD IN ECONOMIC DEVELOPMENT MATTERS, AS REQUIRED:

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

WHEREAS, the Board of Commissioners (the “Board”) desires, in conjunction with the Prosecuting Attorney of the County, to retain the legal services of Squire Sanders & Dempsey LLP (the “Firm”), such legal services to be in the nature of legal advice, recommendations, preparation of recommended documents and proceedings, and legal opinions in connection with economic development and related matters as may be requested by this Board.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY, OHIO:

Section 1. The Board, in conjunction with the Prosecuting Attorney, hereby makes the following application to the Court of Common Pleas for authorization to employ the Firm to assist the Board in economic development matters coming before the Board:

The Delaware County Prosecuting Attorney (the “Prosecutor”) and the Delaware County Board of County Commissioners, pursuant to O.R.C. 305.14(A), jointly move this Court to authorize the Board to employ the Firm as legal counsel to assist the Board. Such employment would be for the purpose of assisting in economic development matters that may arise. The County and the Firm have agreed, in principal and subject to this Court’s approval, to a fee at the rate of \$350 per hour for Partner time, \$275 per hour for Associate time, and \$180 per hour for paralegal time. The County believes such employment is necessary because certain economic development transactions may be complex and/or require a particular or specialized knowledge or expertise. Therefore, the County respectfully requests that this Court approve and authorize the Board to employ legal counsel to assist the Board.

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Section 2. This Board finds and determines that all formal actions of this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 3. This Resolution shall be in full force and effect immediately upon its passage.

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

RESOLUTION NO. 08-51

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND SQUIRE SANDERS & DEMPSEY LLP:

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

WHEREAS, Squire Sanders & Dempsey LLP has provided the engagement letter below for anticipated services related to economic development; and,

WHEREAS, the Prosecutor’s Office has reviewed the engagement letter.

NOW THEREFORE, BE IT HEREBY RESOLVED by the Delaware County Commissioners as follows:

Section 1. The Commissioners authorize the engagement letter between Delaware County and Squire Sanders & Dempsey LLP under the terms below.

We thank you for the opportunity to advise the County of Delaware, Ohio (the “County”) in connection with various economic development matters in 2008. We understand our representation will include participation in conferences discussing tax increment financings, new community authorities, other economic development and tax incentive matters and the preparation and review of documents and proceedings in connection therewith, together with any necessary research and review of and rendering advice as to the applicable laws (the “Representation”). We understand that this Representation will not cover the issuance of securities by the County, as those matters will be addressed separately.

A written engagement agreement for legal services is recommended in Ohio and the other jurisdictions in which Squire, Sanders & Dempsey L.L.P. (“SSD”) practices law. The engagement agreement between SSD and the County consists of this letter and the enclosed Terms and Conditions of Engagement (“Terms”) and is intended to achieve a clear understanding between SSD and the County. The engagement agreement addresses our responsibilities to each other and outlines for you certain important matters that are best established early as we form our attorney-client relationship in this matter.

We request that you carefully review this agreement including the enclosed Terms. Since those Terms were prepared for our use for all our firm clients on a wide range of matters, they are quite encompassing and may prompt questions. I would be pleased to answer any questions that arise from your review.

It is particularly important that you review and understand the terms of our relationship in the portion of the Terms addressing “Conflicts of Interest.” Based on our review of the information available to us, we are not aware of any conflicts. If at any time during the course of our Representation we learn of a conflict, or the County concludes that a conflict exists, we will promptly consult with you to resolve it.

Our fees for the Representation will be based primarily on the billing rate for each individual devoting time to these matters and our out-of-pocket expenses. I would estimate the hourly rate for partners at \$350 per hour, associates at \$275 per hour and legal assistants at \$180 per hour. If during the course of the Representation it appears that our actual hourly rates will exceed these amounts, we will promptly contact you with a revised estimate of the hourly rates required to complete the projects. We will be submitting monthly invoices for this Representation. Please note that invoices for our services are payable within thirty days of the date of our invoice.

If these matters are agreeable, please have a copy of this letter executed and return it to me. If you have any questions or concerns regarding this engagement agreement, please call me.

Throughout our relationship, we want you to be satisfied with the professional services that we perform on your behalf. Accordingly, we encourage you to contact us just as soon as you have any questions or concerns regarding our services or our fees.

SQUIRE, SANDERS & DEMPSEY L.L.P.

Engagement Letter for Services for Delaware County, Ohio

This document and the accompanying cover letter, (together the “agreement”) set forth the standard terms and

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conditions (“standard terms”) under which you are engaging Squire, Sanders & Dempsey L.L.P.¹ (“us” or “we” or “SSD” or “Firm”) to provide legal services. This agreement shall apply to all matters for which you might now or in the future request our assistance, unless of course you and we agree in the future to a new or revised engagement agreement expressly superseding this agreement in whole or in part. We encourage you to retain the agreement.

For your convenience, set forth below are the topics covered in these standard terms:

Who Will Provide the Legal Services? 1
Our Services to You..... 1
Who Is Our Client?.....2
Conflicts of Interest3
Termination of Representation3
How We Set Our Fees4
Other Charges5
Billing Arrangements and Payment Terms5
Taxes6
Client and Firm Documents6
Disclosure of Your Name as our Client7
Severability7
Entire Agreement.....7
Governing Law7
In Conclusion.....7

Who Will Provide the Legal Services?

In most cases one SSD attorney will be your principal contact. From time to time that attorney may delegate parts of your work to other lawyers or to legal assistants or nonlegal personnel in the firm or to outside “contract” personnel.

Our Services to You

In our letter that presents these standard terms to you, we specify the matter or case in which we will be representing you. Unless we agree in writing to expand the scope of our representation, an important part of our agreement is that we are not your counsel in other matters, and you will not rely upon us to provide legal services for matters other than that described in the accompanying letter. For example, unless specified in the accompanying letter, our representation of you does not include any responsibility for: review of your insurance policies to determine the possibility of coverage relating to this matter; for notification of your insurance carriers about the matter; advice to you about your disclosure obligations under U.S. securities laws or any other laws or regulations; or advice on tax consequences. If at any time you do not have a clear understanding of the legal services to be provided or if you have questions regarding the scope of our services, we are relying on you to communicate with us.

We will apply our professional skill, experience and judgment to achieve your objectives in accordance with the honored standards of our profession that all attorneys are required to uphold. However, we cannot guarantee the outcome of any matter. Any expression of our professional judgment regarding your matter or the potential outcome is, of course, limited by our knowledge of the facts and based on the law at the time of expression. It is also subject to any unknown or uncertain factors or conditions beyond our control, including the unpredictable human element in the decisions of those with whom we deal in undertaking your representation.

The confidentiality of protected client information (known as “confidences” and “secrets” in some jurisdictions and as “information relating to the representation of a client” in others) will be maintained inviolate in accordance with the law of professional ethics, except to the extent necessary to further your interests or as authorized by applicable law.

Who Is Our Client?

An essential condition of our representation is that our only client is the person or entity identified in the accompanying letter. In the absence of an express identification of our client in the text of the letter, our client is the person or entity to whom the letter is addressed, even though in certain instances the payment of our fees may be the responsibility of others. In situations in which our client is an entity, we have addressed the letter to an authorized representative of the client. Throughout these standard terms, “you” refers to the entity that is our client, not the individual addressed.

Unless specifically stated in our letter, our representation of you does not extend to any of your affiliates and we do not assume any duties with respect to your affiliates. For example, if you are a corporation, our representation does not include any of your direct or indirect parents, subsidiaries, sister corporations, partnerships, partners, joint ventures, joint venture partners, any entities in which you own an interest, or, for you or your affiliates, any employees, officers, directors, or shareholders. If you are a partnership or limited

¹ Squire, Sanders & Dempsey L.L.P. practices in a number of different nations. Due to local laws on regulation of the legal profession, the formal legal name may differ in some nations. Please refer to the formal legal name on the cover letter accompanying these Standard Terms of Engagement for the name of the legal entity that is contracting with you. SSD attorneys worldwide are available to meet your needs.

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liability company, our representation does not extend to the individual partners of the partnership or members of the limited liability company. If you are a joint venture, our representation does not extend to the participants. If you are a trade association, our representation excludes members of the trade association. If you are a governmental entity, our representation does not include other governmental entities, including other agencies, departments, bureaus, boards or other parts of the same level of government. If you are an individual, our representation does not include your spouse, siblings, or other family members. If you are a trust, you are our only client. The beneficiaries are not our clients, nor is the trustee in any capacity other than as the fiduciary for the particular trust in our representation. It would be necessary for affiliates, including all those listed above, to enter into a written engagement agreement with us much like this one before they would become clients and we would assume duties towards them. You should know that our engagement agreements with a number of other clients have a similar provision.

If you provide us with any confidential information of your affiliates or any other entities or individuals during our representation of you, we will treat it as your information and maintain its confidentiality in accordance with our duties to you as our client, but you are the exclusive party to whom we owe duties regarding such information.

Except as specifically agreed by both of us, the advice and communications that we render on your behalf are not to be disseminated to or relied upon by any other parties without our written consent.

Conflicts of Interest

SSD is a law firm of over 700 attorneys practicing law in a wide variety of fields from more than twenty offices. Since the founding of the Firm over 100 years ago, thousands of corporations, other businesses, individuals, governmental bodies, trusts, estates, and other clients have asked SSD attorneys to represent them. Information on the nature of the Firm's clients and practice is available at <http://www.ssd.com/> and upon request. Because of the broad base of clients that the Firm represents on a variety of legal matters, it is possible that you may find yourself in a position adverse to another Firm client in litigation, business negotiations, or some other legal matter in which we do not represent you. Accordingly, we are including the following model language recommended to us by our insurer:

You agree that we may continue to represent or may undertake in the future to represent existing or new clients in any matter that is not substantially related to our work for you even if the interests of such clients in those other matters are directly adverse to your interests. We agree, however, that your prospective consent to conflicting representation contained in the preceding sentence shall not apply in any instance where, as a result of our representation of you, we have obtained proprietary or other confidential information of a non-public nature, that, if known to such other client, could be used in any such other matter by such client to your material disadvantage. In similar engagement agreements with a number of our other clients, we have asked for similar agreements to preserve our ability to represent you.

Termination of Representation

You may terminate our representation at any time, with or without cause, upon written notice to us. After receiving such notice, we will cease to render services to you as soon as allowed by applicable law and ethical and/or court rules, which may include court approval of our withdrawal from litigation. Your termination of our services will not affect your responsibility for payment of legal services rendered and other charges incurred both before termination and afterwards in connection with an orderly transition of the matter, including fees and other charges arising in connection with any transfer of files to you or to other counsel, and you agree to pay all such amounts in advance upon request.

You agree that the Firm has the right to withdraw from its representation of you if continuing the representation might preclude its continuing representation of existing clients on matters adverse to you or if there are any circumstances even arguably raising a question implicating professional ethics, for example, because a question arises about the effectiveness or enforceability of this engagement agreement, or a question arises about conduct addressed by it, or an apparent conflict is thrust upon SSD by circumstances beyond its reasonable control, such as by a corporate merger or a decision to seek to join litigation that is already in progress, or there is an attempt to withdraw consent.

In any of these circumstances, you agree that SSD would have the right to withdraw from the representation. Regardless of whether you or we terminate the representation, we would (with your agreement) assist in the transition to replacement counsel by taking reasonable steps in accordance with applicable ethical rules designed to avoid foreseeable prejudice to your interests as a consequence of the termination. You agree that regardless of whether you or we terminate the representation (A) SSD would be paid by you for the work it performed prior to termination; (B) SSD's representation of you prior to any termination would not preclude SSD from undertaking or continuing any representation of another party; and (C) as a result of SSD's representation of another party you would not argue or otherwise use SSD's representation of you prior to any termination to contend that SSD should be disqualified.

When we complete the services you have retained us to perform, our attorney-client relationship for that matter will be terminated. Unless previously terminated by the completion of our services or otherwise, our representation will terminate no later than the date of our final statement for services and expenses for the particular matter. If you later retain us to perform further or additional services, our attorney-client relationship will commence again subject to these terms of engagement unless we change the terms in writing at that time.

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After completion of the services you have retained us to perform, changes may occur in applicable laws that could impact your future rights and liabilities. Unless you actually engage us in writing to provide additional advice on issues arising from the matter after its completion, the Firm has no continuing obligation to advise you with respect to future legal developments.

If we are asked to testify as a result of our representation of you, or if we must defend the confidentiality of your communications in any proceeding, or if any claim is brought against the Firm or any of its personnel based on your actions or omissions, you agree to pay us for any resulting costs, including for our time, calculated at the then applicable hourly rate for the particular individuals involved, even if our representation of you had ended.

How We Set Our Fees

Unless another basis for billing is established in this engagement agreement, we will bill you monthly for the professional fees of attorneys, paralegals, and other personnel incurred on your behalf based on their applicable rates and the number of hours they devote to your representation. Overall fees will be in accord with the factors in the applicable rules governing professional responsibility. The billing rates of the personnel initially assigned to your representation are generally specified in the accompanying engagement letter. The billing rates of our attorneys and paralegals vary, depending generally upon the experience and capabilities of the attorney or paralegal involved. Unless otherwise agreed in writing, we will charge you for their services at their applicable rates. Our hourly billing rates are adjusted from time to time, usually at the beginning of each year, both on a selected and firm-wide basis. In addition, as personnel gain experience and demonstrate improved skills over time, they may advance into categories that generally have higher hourly billing rates. Advancements to a higher category are typically made annually. Upon any adjustment in the applicable rates, we will charge you the adjusted rates.

At times clients ask us to estimate the total fees and other charges that they are likely to incur in connection with a particular matter. Whenever possible, we are pleased to respond to such requests with an estimate or proposed budget. Still, it must be recognized that our fees are often influenced by factors that are both beyond our control and unforeseeable. This is particularly true in litigation and other advocacy contexts in which much of the activity is controlled by the opposing parties and the Judge, Arbitrator or other decision-maker. Accordingly, such an estimate or proposal carries the understanding that, unless we agree otherwise in writing, it does not represent a maximum, minimum, or fixed-fee quotation. The ultimate cost frequently is more or less than the amount estimated. Accordingly, we have made no commitment to you concerning the maximum fees and costs that will be necessary to resolve or complete this matter. It is also expressly understood that payment of our fees and charges is in no way contingent on the ultimate outcome of the matter.

Other Charges

As an adjunct to providing legal services, we may incur and pay a variety of charges on your behalf or charge for certain ancillary support services. Whenever we incur such charges on your behalf or charge for such ancillary support services, we bill them to you separately or arrange for them to be billed to you directly. We may also require an advance payment from you for such charges. These charges typically relate to long-distance telephone calls; messenger, courier, and express delivery services; facsimile and similar communications; document printing, reproduction, scanning, imaging and related expenses; translations and related charges; filing fees; depositions and transcripts; witness fees; travel expenses; computer research; and charges made by third parties (such as outside experts and consultants, printers, appraisers, local and foreign counsel, government agencies, airlines, hotels and the like).

Our charges for these ancillary support services generally reflect our direct and indirect costs, but charges for certain items exceed our actual costs. For some services, particularly those that involve significant technology and/or support services provided by the Firm (such as imaging documents and computer research), we attempt from time to time to reduce costs by contracting with vendors to purchase a minimum volume of service that is beyond the needs of any single client. In those cases, we may bill you at a per unit rate that may not reflect the quantity discounts we obtain. In many cases the total quantity that will be used by all clients of the Firm over a year or other period of time is not certain. Our charge for fax services is typically based on a charge per page rather than the cost of the telephone usage. In the event any of our statements for such services are not paid by their due dates, you agree that we have the right not to advance any further amounts on your behalf.

Notwithstanding our advance payments of any charges, you will be solely responsible for all invoices issued by third parties. It is our policy to arrange for outside providers of services involving relatively substantial charges (such as the fees of outside consultants, expert witnesses, appraisers, and court reporters) to bill you directly. Prompt payment by you of invoices generated by third-party vendors is often essential to our ability to deliver legal services to you. Accordingly, you agree that we have the right to treat any failure by you to pay such invoices in a timely manner to be a material breach of your obligation to cooperate with us.

Billing Arrangements and Payment Terms

We will bill you on a regular basis – normally, each month – for both fees and other charges. You agree to make payment within 30 days of the date of our statement. If you have any issue with our statement, you agree to raise it specifically within 30 days of the date of our statement. If the issue is not immediately resolved, you agree to pay all fees and disbursements not directly affected by the issue within 30 days of the original bill and all amounts affected by the issue within 10 days of its resolution.

In the event that a statement is not paid in full within 30 days of the date of our statement, interest and/or late

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charges will be imposed on any unpaid fees and/or costs at the combined rate of ten percent (10%) per annum. If the cover letter accompanying these standard terms of engagement specifies an event or an alternate date upon which payment is due, interest and/or late charges will be imposed on any unpaid fees and/or costs 30 days after the specified event or date. The purpose of the late payment charge is to encourage prompt payment, thus reducing our billing and collection costs.

In addition, if your account becomes delinquent and satisfactory payment terms are not arranged, we may postpone or defer providing additional services or withdraw, or seek to withdraw, from the representation consistent with applicable rules. You will remain responsible for payment of our legal fees rendered and charges incurred prior to such withdrawal.

If our representation of you results in a monetary recovery by litigation or arbitration award, judgment, or settlement, or by other realization of proceeds, you hereby grant us an attorneys' lien on those funds in the amount of any sums due us.

We look to you, the client, for payment regardless of whether you are insured to cover the particular risk. From time to time, we assist clients in pursuing third parties for recovery of attorneys' fees and other costs arising from our services. These situations include payments under contracts, statutes or insurance policies. However, it remains your obligation to pay all amounts due to us within 30 days of receiving our statement.

Taxes

You will be responsible for any applicable VAT or other sales tax that any jurisdiction may impose on our fees and other charges for this representation.

Client and Firm Documents

The Firm will maintain any documents you furnish to us in our client files for this matter. At the conclusion of the matter (or earlier, if appropriate), it is your obligation to advise us promptly as to which, if any, of the documents in our files you wish us to turn over to you. At your request, your papers and property will be returned to you promptly upon receipt of payment for outstanding fees and other charges. Your documents will be turned over to you in accordance with ethical requirements and subject to any lien that may be created by law for payment of any outstanding fees and costs. We may keep a copy of your files, made at your expense, if you ask us to return or transfer your files. We will retain our own documents and files, including our drafts, notes, internal memos, administrative records, time and expense reports, billing and financial information, accounting records, conflict checks, personnel materials, and work product, such as drafts, notes, internal memoranda, and legal and factual research, including investigative reports, and other materials prepared by or for the internal use of our lawyers. All such documents retained by the Firm will be transferred to the person responsible for administering our records retention program. For various reasons, including the minimization of unnecessary storage charges, we have the right to destroy or otherwise dispose of any such documents or other materials retained by us seven years after the termination of the engagement, unless applicable law permits a shorter period for preservation of documents or requires a longer period, or unless a different period is specified in a special written agreement signed by both of us.

Disclosure of Your Name as our Client

We are proud to serve you as legal counsel and hope to share that information with other clients and prospective clients. On occasion, we provide names of current clients in marketing materials and on our Web site. We may include your name on a list of representative clients. We may also prepare lists of representative transactions or other representations, excluding of course any we believe are sensitive. If you prefer that we refrain from using your name and representation in this manner, please advise us in writing.

Severability

In the event that any provision or part of this agreement should be unenforceable under the law of the controlling jurisdiction, the remainder of this agreement shall remain in force and shall be enforced in accordance with its terms.

Entire Agreement

This agreement supersedes all other prior and contemporaneous written and oral agreements and understandings between us and contains the entire agreement between us. This agreement may be modified only by a signed written agreement by you and by us. You acknowledge that no promises have been made to you other than those stated in the agreement.

Governing Law

Unless otherwise specified in the letter accompanying these standard terms, all questions arising under this engagement or concerning rights and duties between us will be governed by the law of the jurisdiction in which the SSD attorney sending you this agreement is licensed, excluding choice of law provisions that might select the law of a different jurisdiction. If he or she is licensed in several jurisdictions, the law of the jurisdiction of his or principal SSD office will govern. When another jurisdiction provides that its law will govern notwithstanding any agreement, that other law may of course control, at least on certain questions.

In Conclusion

We look forward to a mutually satisfying relationship with you. If you have any questions about, or if you do not agree with one or more of these terms and conditions, please communicate with your principal contact at the Firm so that we can try to address your concerns. Your principal contact can recommend changes that will be effective once you receive written notice of approval of any revisions, which, depending on the nature of the request, will be made by a Partner in Firm Management and/or an Ethics Partner. Thank you.

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

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RESOLUTION NO. 08-52

**IN THE MATTER OF ORGANIZING AND APPOINTING REPRESENTATIVES FOR THE
VARIOUS DELAWARE COUNTY TAX INCENTIVE REVIEW COUNCILS FOR 2008:**

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

WHEREAS, the Board of County Commissioners, Delaware County, is responsible to make appointments to various boards, councils, and committees; and

WHEREAS, the Commissioners are to appoint individuals to the various Tax Incentive Review Councils (TIRC's) for an unspecified term.

NOW THEREFORE BE IT RESOLVED by the Delaware County Commissioners, State of Ohio, to appoint the following to the various TIRC's:

Delaware County / City of Delaware Enterprise Zone TIRC:

- Todd Hanks, Delaware County Auditor or Designee
- Windell Wheeler, Mayor, City of Delaware
- R. Thomas Homan, City Manager, City of Delaware
- Dean Stelzer, Finance Director, City of Delaware
- Superintendent or Designee, Delaware City School District
- Superintendent or Designee, Delaware Area Career Center
- Carl E. Johnson, PPG Industries
- Frank Reinhard, Delaware County Bank
- Dave Cannon, Delaware County Administrator, or Designee

Delaware County / Orange Township Enterprise Zone TIRC:

- Todd Hanks, Delaware County Auditor or Designee
- Dave Cannon, Delaware County Administrator, or Designee
- John M. Cassady, Orange Township Trustees
- Superintendent or Designee, Olentangy Local School District
- Frank Reinhard, Delaware County Bank & Trust
- Superintendent or Designee, Delaware Area Career Center
- Susan Ozmeral, KeyBank
- Joseph Schaefer, Orange Township

Delaware County / Berlin Township Enterprise Zone & Community Reinvestment Area TIRC:

- Todd Hanks, Delaware County Auditor or Designee
- Dave Cannon, Delaware County Administrator, or Designee
- Phil Panzarella, Berlin Township Representative
- Superintendent or Designee, Olentangy Local School District
- Frank Reinhard, Delaware County Bank & Trust
- Superintendent, Treasurer or Designee, Delaware Area Career Center
- Susan Ozmeral, KeyBank
- Mike Dickey, Berlin Township Representative

Delaware County / Village of Sunbury Enterprise Zone TIRC:

- Todd Hanks, Delaware County Auditor, or Designee
- David Cannon, Delaware County Administrator, or Designee
- Village of Sunbury Administrator or Village Representative
- David Brehm, Village Attorney, Village of Sunbury
- Superintendent or Designee, Big Walnut Local School District
- Frank Reinhard, Delaware County Bank & Trust
- Superintendent or Designee, Delaware Area Career Center
- Brent Jacobson, Manager, Fifth-Third Bank

Delaware County / Village of Ashley Community Reinvestment Area TIRC:

- Todd Hanks, Delaware County Auditor, or Designee
- David Cannon, Delaware County Administrator, or Designee
- David Knappe, Village Council, Village of Ashley
- Cheryl Friend, Village Council, Village of Ashley
- Frank Reinhard, Delaware County Bank & Trust

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- Superintendent or Designee, Delaware Area Career Center
- Superintendent or Designee, Buckeye Valley Local School District
- Jane Rutan, Delaware County Bank & Trust

Delaware County / City of Westerville Enterprise Zone TIRC:

- Todd Hanks, Delaware County Auditor, or Designee
- David Cannon, Delaware County Administrator, or Designee
- Frank Reinhard, Delaware County Bank & Trust
- Superintendent, Treasurer or Designee, Delaware Area Career Center
- Economic Development Coordinator or Designee, City of Westerville
- Superintendent or Designee, Westerville City School District
- Brent Jacobson, Manager, Fifth-Third Bank
- City of Westerville Representative

Delaware County / Berlin / Liberty Townships Tax Increment Financing District TIRC:

- Todd Hanks, Delaware County Auditor, or Designee
- David Cannon, Delaware County Administrator, or Designee
- Frank Reinhard, Delaware County Bank & Trust
- Superintendent, Treasurer or Designee, Delaware Area Career Center
- Superintendent or Designee, Olentangy Local School District
- Tim McNamara, Berlin Township
- Mike Dickey, Berlin Township
- Curt Sybert, Liberty Township Representative
- John Bernans, Liberty Township Representative

Delaware County/Liberty Township Enterprise Zone & Community Reinvestment Area TIRC:

- Todd Hanks, Delaware County Auditor, or Designee
- David Cannon, Delaware County Administrator, or Designee
- Frank Reinhard, Delaware County Bank & Trust
- Superintendent, Treasurer or Designee, Delaware Area Career Center
- Superintendent or Designee, Olentangy Local School District
- Curt Sybert, Liberty Township Representative
- Dave Anderson, Liberty Township Representative
- Susan Ozmeral, KeyBank

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

RESOLUTION NO. 08-53

IN THE MATTER OF APPROVING THE FOURTH QUARTER REPORT FOR THE DAY REPORTING GRANT (PRETRIAL SUPERVISION) FOR ADULT COURT SERVICES:

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

Grant #	2006-JG-C01-6270
Source:	Ohio Office of Criminal Justice Services
Grant Period:	January 1, 2007 to December 31, 2007
Federal Grant Amount:	\$ 37,500.00
Local Match:	<u>\$ 12,500.00</u>
Total Grant Amount:	\$ 50,000.00

The Grant funds a pretrial officer that supervises offenders that would otherwise remain in the Delaware County Jail. Offenders may be subject to drug testing, house arrest, GPS, substance abuse treatment as well as employment.

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

RESOLUTION NO. 08-54

IN THE MATTER OF AUTHORIZING THE REQUEST FOR THE INITIAL PAYMENT OF GRANT FUNDS FOR THE PRETRIAL SUPERVISION GRANT (ORIGINALLY THE DAY REPORTING GRANT) FOR ADULT COURT SERVICES:

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

Grant #	2007-JG-C01-6270
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Source:	Ohio Office of Criminal Justice Services
Grant Period:	January 1, 2008 to December 31, 2008
Federal Grant Amount:	\$ 40,000.00
Local Match:	<u>\$ 13,333.00</u>
Total Grant Amount:	\$ 53,333.00

The Grant funds a pretrial officer that supervises offenders that would otherwise remain in the Delaware County Jail. Offenders may be subject to drug testing, house arrest, GPS, substance abuse treatment as well as employment.

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

RESOLUTION NO. 08-55

IN THE MATTER OF AUTHORIZING THE REQUEST FOR THE INITIAL PAYMENT OF GRANT FUNDS FOR THE NEW MENTAL HEALTH DOCKET GRANT FOR ADULT COURT SERVICES AND ESTABLISHING A NEW ORGANIZATIONAL KEY AND APPROVING SUPPLEMENTAL APPROPRIATIONS FOR A MENTAL HEALTH DOCKET:

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

Grant #	2007-JG-C01-6596
Source:	Ohio Office of Criminal Justice Services
Grant Period:	January 1, 2008 to December 31, 2008
Federal Grant Amount:	\$ 61,000.00
Local Match County:	\$10,166.50
Local Match City:	<u>\$10,166.50</u>
Total Grant Amount:	\$ 81,333.00

The Grant is a unique collaboration between Delaware Common Pleas and Municipal Court to initiate a mental health court docket. The courts will share a probation officer, and docket coordinator. The dockets primary purpose is to reduce the amount of time offenders with significant mental health issues spend in jail. The mental health docket will not only reduce the use of the Delaware County Jail, it will reduce the impact on many social service agencies in the county. The probation officer was previously paid out of the general fund and will now be paid by the grant, ultimately saving county funds.

Establish New Organization

Key	
25922307	Mental Health Docket Grant

Supplemental Appropriations

25922307-4555	Mental Health Docket Grant/Other Government	\$	10,166.50
25922307-4601	Mental Health Docket Grant/Interfund Revenue	\$	10,166.50
25922307-4501	Mental Health Docket Grant/Fed Reimbursement	\$	61,000.00
25922307-5001	Mental Health Docket/Compensation	\$	37,100.00
25922307-5102	Mental Health Docket/Workers Comp	\$	779.00
25922307-5120	Mental Health Docket/PERS	\$	5,194.00
25922307-5131	Mental Health Docket/Medicare	\$	538.00
25922307-5201	Mental Health Docket/Drug Testing Supplies	\$	5,980.00
25922307-5220	Mental Health Docket/Software	\$	312.00
25922307-5250	Mental Health Docket/Minor Tools	\$	300.00
25922307-5260	Mental Health Docket/Inventoried Tools	\$	1,400.00
25922307-5301	Mental Health Docket/Professional Services	\$	28,920.00
25922307-5315	Mental Health Docket/Air Cards	\$	150.00
25922307-5316	Mental Health Docket/License Fees	\$	660.00

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

RESOLUTION NO. 08-56

IN THE MATTER OF REVISING A BOND AGREEMENT:

It was moved by Mr. Ward, seconded by Mr. Evans to revise a bond agreement:

Whereas the Board of County Commissioners has previously executed an agreement with the Concord Scioto Community Authority for the construction of the Lower Scioto Water Reclamation Facility, and

Whereas this agreement requires the Community Authority’s contractor to have a Contract Performance and

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Payment Bond in place during the work and,

Whereas the Board of County Commissioners is an obligee to the submitted bonds, and

Whereas the original bond amount submitted was higher in value than required by the Agreement, and

Whereas the Contractor has requested to correct this error by reducing the bond amount to the required level of surety as provided by the agreement.

Whereas the Professional Staff of Environmental Services has deem the revised bond amount to be in accordance with the executed agreement between the Board of Commissioners and Concord Scioto Community Authority.

Therefore it be resolved that the Board of County Commissioners acknowledge the receipt of the revised bond by signature.

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

DALE WILGUS, TREASURER, INVESTMENT COMMITTEE MEETING

RESOLUTION NO. 08-57

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

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn into Executive Session at 10:53AM.

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

RESOLUTION NO. 08-58

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Evans, seconded by Mr. Ward to adjourn out of Executive Session at 11:43AM.

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

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward