

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 2, 2008

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

Present: Kristopher W. Jordan, James D. Ward
Absent: Glenn A. Evans

PUBLIC COMMENT

RESOLUTION NO. 08-1046

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD AUGUST 28, 2008 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held August 28, 2008 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 08-1047

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0829:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0829 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’s			
Increases			
Public Defender	Attorneys Services	10011202-5301	\$ 250,000.00
Village Network	Residential Treatment	22511607-5342	\$ 5,000.00
Nikou Learning Center	Day Care	22411610-5348	\$ 10,000.00
Delaware Cab	Client Transportation	22511607-5355	\$ 2,000.00
Vouchers			
AEP	Electric Service	66290302-5338	\$ 39,848.56
Todays Learning Child	Day Care	22411610-5348	\$ 36,447.52
T & J Junior Academy	Day Care	22411610-5348	\$ 6,737.36
United Methodist Childrens Home	Residential Treatment	22511607-5342	\$ 13,070.27
Central OH Contractors	Sludge Disposal	66290403-5380	\$ 10,015.53
AEP	Pump Stations	66290407-5338	\$ 8,621.57

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

RESOLUTION NO. 08-1048

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENTS FOR LOT 3873 – GREIF PARK, P&D BUILDERS PHASE 1 AND COLUMBUS STATE COMMUNITY COLLEGE:

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

Lot 3873 – Greif Park, P&D Builders Phase 1

OWNER’S AGREEMENT

THIS AGREEMENT made and entered into this 2nd day of September 2008 by and between the COUNTY OF DELAWARE (acting through its BOARD OF COUNTY COMMISSIONERS), hereinafter called the COUNTY, and P&D BUILDERS, hereinafter called the OWNER, as evidenced by the Engineering and Construction Plan entitled LOT 3873 – GREIF PARK, P&D BUILDERS PHASE 1 which was approved by the County Engineer, hereinafter called the Plan, is governed by the following considerations to wit:

- 1) The OWNER is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the PLAN, which is part of this AGREEMENT.
- 2) The OWNER shall pay the entire cost and expense of said improvements.
- 3) The OWNER is to provide an irrevocable letter of credit or other approved financial warranties in the amount of FIFTY-SIX THOUSAND FOUR HUNDRED DOLLARS payable to the BOARD OF COUNTY COMMISSIONERS to insure the faithful performance of this AGREEMENT and the

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 2, 2008**

completion of all of the said improvements in accordance with the current “**Delaware County Engineering and Surveying Standards for Subdivision Development**” and current “**Subdivision Regulations of Delaware County, Ohio**”.

- 4) The **OWNER** shall deposit inspection fees in the amount of **FOUR THOUSAND SIX HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. Upon completion of the project and acceptance of the improvements by the **DELAWARE COUNTY COMMISSIONERS**, the remaining amount in the fund shall be returned to the **OWNER**.
- 5) The **OWNER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
- 6) The **OWNER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of said improvements.
- 7) The **OWNER** will at all times during the construction of said improvements maintain thru traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site as in accordance with the **Ohio Department of Transportation “Uniform Traffic Control Devices”** and “**Traffic Control for Construction and Maintenance**”.
- 8) The **OWNER** further agrees that any violation of or noncompliance with any of the provisions as stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvements.
- 9) If the **OWNER** should become unable to carry out the provisions of this **AGREEMENT**, the **OWNER’S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
- 10) Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
- 11) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **OWNER** or his agent the right and privilege to make the said improvements stipulated herein.

Columbus State Community College

**PROJECT AGREEMENT
PROJECT NUMBER: R05008**

THIS AGREEMENT, executed on this 2nd day of September 2008, between **COLUMBUS STATE COMMUNITY COLLEGE**, hereinafter called “**OWNER**” and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO (COUNTY COMMISSIONERS OR COUNTY)**, for the project described as **COLUMBUS STATE COMMUNITY COLLEGE**, further identified as Project Number R05008 is governed by the following considerations to wit:

Said **OWNER** 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**.

OPTIONS:

1. Should **OWNER** elect to record the plat prior to beginning construction, **OWNER** shall execute bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction as shown in **Exhibit “A”** attached hereto.
2. Should **OWNER** elect to proceed to construction prior to recording the plat, no approved financial warranties are necessary.

OWNER hereby elects to use Option 2 for this project.

The completion of all improvements will be in accordance with the **Delaware County Design, Construction and Surveying Standards and any supplements thereof**, and the **OWNER** shall pay the entire cost and expense of said improvements, unless otherwise specifically noted herein.

Both the **OWNER** and the **COUNTY** are a governmental entities and lack authority to indemnify. The **OWNER** and the **COUNTY** therefore agree to be and shall be individually and solely responsible for their own actions and/or the actions of their respective boards, officials, officers, and employees, including, but not limited to, any and all liability for loss, damage to person or property, injury, bodily injury, including death, illness, and/or any and all similar or related expenses that each may incur as a result of their own actions, negligence, or omissions, intentional or unintentional, in the performance of or as a result of this **AGREEMENT**.

All public improvement construction shall be performed within one (1) year from the date on which this **AGREEMENT** is executed by the **COUNTY COMMISSIONERS**.

The **OWNER** 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, if any, for the purpose of proper completion of the public improvements within this subdivision.

It is further agreed that upon execution of the **AGREEMENT**, the **OWNER** shall deposit **TWENTY-NINE THOUSAND DOLLARS (\$29,000)** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. Upon completion of the maintenance period and acceptance of the improvements

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 2, 2008

by the Delaware County Commissioners the remaining amount in the fund shall be returned to the **OWNER**.

Upon the completion of construction, the **OWNER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship for a period of **one year**. All work is to be done in accordance with the **Delaware County Design, Construction and Surveying Standards, and any supplements thereto**.

Acceptance of the project into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **OWNER’S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow or ice removal, erosion and sediment control maintenance, or other safety requirements deemed necessary by the County Engineer during the period of construction or maintenance shall be the responsibility of the **OWNER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

The **OWNER** shall, within thirty (30) days of completion of construction and prior to final acceptance, furnish to the **COUNTY COMMISSIONERS**, as required, “as built” drawings of the improvements, which plans shall become the property of the **COUNTY** and remain in the office of the **Delaware County Engineer**.

The **OWNER** shall, within thirty (30) days of completion of construction, furnish to the **COUNTY COMMISSIONERS** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **OWNER** shall be responsible for all expenses or claims for labor or material incident to said construction of improvements.

The **OWNER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **OWNER** shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the **OWNER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

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

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO**, hereby grants the **OWNER** or his agent, the right and privileges to make the improvements stipulated herein.

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

RESOLUTION NO. 08-1049

IN THE MATTER OF APPROVING THE RELEASE OF THE MAINTENANCE BONDS FOR FAIRWAYS AT BLUE CHURCH AND LIBERTY ROAD WIDENING AT WOODS AT POWELL NORTH:

It was moved by Mr. Ward, seconded by Mr. Jordan to release the following maintenance bonds:

Fairways at Blue Church

In March, 2007, your Board entered into agreement with the Robert J. Weiler Company for the above referenced project. This project has now been completed to the satisfaction of this office and the Engineer, therefore, request that your Board release the Robert Weiler Company from their responsibility to this project and that you approve release of the Bond which was posted as surety for the project.

Liberty Road Widening At Woods at Powell North

In June, 2007, your Board entered into agreement with M/I Homes for the above referenced project. This project has now been completed to the satisfaction of this office and The Engineer, therefore, request that your Board release M/I Homes from their responsibility to this project and that you approve release of the Bond which was posted as construction surety for the project. A letter authorizing your release of the Bond is available for your approval.

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

RESOLUTION NO. 08-1050

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

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

Permit #	Applicant	Location	Type of Work
U08-090	AEP	S. OLD STATE RD	PLACE POLES IN ROW
U08-084	COLUMBIA GAS	S. 3 B’S & K RD	INSTALL GAS MAIN

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 2, 2008

U08-085	WOW	CROSS CREEK SUBDIVISION	PLACE CABLE IN ROW
U08-086	WOW	MCCAMMON ESTATES SUBDIVISION	PLACE CABLE IN ROW
U08-087	WOW	ABBAY KNOLL SUBDIVISION	PLACE CABLE IN ROW
U08-088	WOW	OLDE STATE FARMS	PLACE CABLE IN ROW
U08-089	WOW	PARKSHORE SUBDIVISION	PLACE CABLE IN ROW

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

RESOLUTION NO. 08-1051

IN THE MATTER OF ACCEPTING AND AWARDING THE BID AND APPROVING THE CONTRACT WITH TRUCCO CONSTRUCTION COMPANY, INC. FOR THE DEL-CR 609-4.84 SAWMILL PARKWAY EXTENSION PROJECT:

It was moved by Mr. Ward, seconded by Mr. Jordan to accept the following Bid and approving the following contract:

DEL-CR 609-4.84 Sawmill Parkway Extension
Bid Opening of August 26, 2008

As the result of the above referenced bid opening, The Engineer recommends that a bid award be made to Trucco Construction Company, Inc. of Delaware, Ohio, the low bidder for the project. A copy of the bid tabulation is available for your information.

There are two copies of the Contract with Trucco for your approval. The necessary documentation relative to the signing of the Contract (Certification/Affidavit in Compliance with ORC Section 3517.13, Prosecutor’s and Auditor’s Certifications, etc.) are in place for this project.

CONTRACT

THIS AGREEMENT is made this 2nd day of September, 2008 by and between Trucco Construction Company, Inc., hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

Trucco Construction Company, Inc.
3046 Home Road
Powell, Ohio 43065

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 the construction of the improvements embraced in the project; namely, the “Del – CR 609-4.84 Sawmill Parkway Extension Project”, and required supplemental work for the project all in strict accordance with the Contract Documents.

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 not to exceed **Two Million Nine Hundred Thirteen Thousand Two Hundred and Sixty-Six Dollars and Eighty Cents (\$ 2,913,266.80)**, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 2, 2008

- i. 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.

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

RESOLUTION NO. 08-1052

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Recommendation to hire Nicole Hollingsworth as the Administrative Coordinator with the Child Support Enforcement Agency; effective date September 15, 2008.

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

RESOLUTION NO. 08-1053

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Jennifer Laird is resigning her position with the Department of Job and Family Services; effective date September 12, 2008.

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

RESOLUTION NO. 08-1054

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Recommendation to approve the appointment of Gary M. Lyons as the Delaware County 911 Communications Director effective September 15, 2008;

Recommendation to approve a pay increase for Chief Farmer and Chief Schuiling effective September 6, 2008.

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

RESOLUTION NO. 08-1055

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

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

Transfer of Appropriation		Amount	
From	To		
10016101-5260	10016101-5331	\$	20,000.00
Board of Elections/Inventoried Tools	Board of Elections/Postage		
10016101-5260	10016101-5313	\$	20,000.00
Board of Elections/Inventoried Tools	Board of Elections/Printing		

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

RESOLUTION NO. 08-1056

A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$261,500, FOR THE PURPOSE OF PAYING THE PROPERTY OWNERS' PORTION, IN ANTICIPATION OF THE COLLECTION OF SPECIAL ASSESSMENTS, OF THE COST OF CONSTRUCTING THE JONES-TIMMS #516 DITCH BETWEEN CERTAIN TERMINI BY ACQUIRING LAND, CLEARING OBSTRUCTIONS, DEEPENING, WIDENING, RESHAPING, STRAIGHTENING, TILING, SEEDING, CONTROLLING EROSION, AND OTHERWISE IMPROVING THE SAME, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO:

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 2, 2008**

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

WHEREAS, this Board has previously, by Resolution No. 07-1378 adopted on November 5, 2007 (the “*Resolution of Necessity*”), declared the necessity of the improvements described therein and determined to proceed with the Improvement defined in Section 2; and

WHEREAS, this Board has requested that the County Auditor, as fiscal officer of this County, certify the estimated life or period of usefulness of the improvement described in Section 2 and the maximum maturity of the Bonds described in Section 2; and

WHEREAS, the County Auditor has certified to this Board that the estimated life or period of usefulness of the improvement described in Section 2 is at least five (5) years and that the maximum maturity of the Bonds to be issued for the purpose described in Section 2 is eight (8) years;

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

Section 1. Definitions and Interpretation. In addition to the words and terms elsewhere defined in this Resolution, unless the context or use clearly indicates another or different meaning or intent:

“*Authorized Denominations*” means the denomination of \$100 or any integral multiple thereof.

“*Bond proceedings*” means, collectively, this Resolution, the Certificate of Award and such other proceedings of the County, including the Bonds, that provide collectively for, among other things, the rights of holders of the Bonds.

“*Bond Register*” means all books and records necessary for the registration, exchange and transfer of Bonds as provided in Section 5.

“*Bond Registrar*” means the County Auditor or the Original Purchaser, as designated by the County Administrator in the Certificate of Award and determined to be in the best financial interest of the County, as the initial authenticating agent, bond registrar, transfer agent and paying agent for the Bonds and until appointment of a successor Bond Registrar and, thereafter, “*Bond Registrar*” shall mean the successor Bond Registrar.

“*Certificate of Award*” means the certificate authorized by Section 6, to be executed by the County Administrator, setting forth and determining those terms or other matters pertaining to the Bonds and their issuance, sale and delivery as this Resolution requires or authorizes to be set forth or determined therein.

“*Clerk*” means the Clerk of the Board of County Commissioners.

“*Closing Date*” means the date of physical delivery of, and payment of the purchase price for, the Bonds.

“*Code*” means the Internal Revenue Code of 1986, the Regulations (whether temporary or final) under that Code or the statutory predecessor of that Code, and any amendments of, or successor provisions to, the foregoing and any official rulings, announcements, notices, procedures and judicial determinations regarding any of the foregoing, all as and to the extent applicable. Unless otherwise indicated, reference to a section of the Code includes any applicable successor section or provision and such applicable Regulations, rulings, announcements, notices, procedures and determinations pertinent to that section.

“*County*” means the County of Delaware, Ohio.

“*County Administrator*” means the County Administrator of the County.

“*County Auditor*” means the County Auditor of the County.

“*Interest Payment Dates*” means June 1 and December 1 of each year that the Bonds are outstanding, commencing on the date specified in the Certificate of Award.

“*Original Purchaser*” means the purchaser of the Bonds designated in the Certificate of Award.

“*Principal Payment Dates*” means December 1 in each of the years from and including 2009 to and including 2016, provided that the first Principal Payment Date may be advanced up to one year and the last Principal Payment Date may be advanced up to one year, which determination shall be made by the County Administrator in the Certificate of Award in such manner as to be in the best interest of and financially advantageous to the County and further provided that in no case shall the final Principal Payment Date exceed the maximum maturity of the Bonds referred to in the preambles hereto.

“*Regulations*” means Treasury Regulations issued pursuant to the Code or to the statutory predecessor

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 2, 2008**

of the Code.

The captions and headings in this Resolution are solely for convenience of reference and in no way define, limit or describe the scope or intent of any Sections, subsections, paragraphs, subparagraphs or clauses hereof. Reference to a Section means a section of this Resolution unless otherwise indicated.

Section 2. Authorized Principal Amount and Purpose; Application of Proceeds. It is necessary and determined to be in the County's best interest to issue bonds of this County in the maximum principal amount of \$261,500 (the "*Bonds*") for the purpose of paying the property owners' portion, in anticipation of the collection of special assessments, of the cost of constructing the Jones-Timms #516 Ditch between certain termini by acquiring land, clearing obstructions, deepening, widening, reshaping, straightening, tiling, seeding, controlling erosion, and otherwise improving the same, together with all necessary appurtenances thereto (the "*Improvement*"), all as provided for in the Resolution of Necessity. The Bonds shall be issued pursuant to Chapter 133 of the Ohio Revised Code, this Resolution and the Certificate of Award.

The aggregate principal amount of Bonds to be issued (not to exceed the maximum authorized principal amount of \$261,500) shall be the amount certified by the County Administrator in the Certificate of Award as that amount which is required to be issued at this time for the purpose stated in this Section 2, taking into account the costs of the Improvement, the estimated financing costs and the interest rates on the Bonds.

The proceeds from the sale of the Bonds, except any premium and accrued interest, shall be paid into the proper fund or funds, and those proceeds are appropriated and shall be used for the purpose for which the Bonds are being issued. Any portion of those proceeds representing premium and accrued interest shall be paid into the Bond Retirement Fund.

Section 3. Denominations; Dating; Principal and Interest Payment and Redemption Provisions. The Bonds shall be issued in one lot and only as fully registered bonds, in the Authorized Denominations, but in no case as to a particular maturity date exceeding the principal amount maturing on that date. The Bonds shall be dated as provided in the Certificate of Award, provided that their dated date shall not be more than sixty (60) days prior to the Closing Date. If requested by the Original Purchaser, the County Administrator is hereby authorized to prepare one bond representing the aggregate principal amount of Bonds maturing on all of the Principal Payment Dates, all as set forth in the Certificate of Award.

(a) Interest Rate and Payment Dates. The Bonds shall bear the rate or rates of interest per year (computed on the basis of a 360-day year consisting of twelve 30-day months), as shall be determined by the County Administrator, subject to subsection (c) of this Section, in the Certificate of Award. Interest on the Bonds shall be payable at such rate or rates on the Interest Payment Dates until the principal amount has been paid or provided for. The Bonds shall bear interest from the most recent date to which interest has been paid or provided for or, if no interest has been paid or provided for, from their date.

(b) Principal Payment Schedule. The Bonds shall mature on the Principal Payment Dates in principal amounts as shall be determined by the County Administrator, subject to subsection (c) of this Section, in the Certificate of Award, which determination shall be consistent with the best interest of and financial advantages to the County.

(c) Conditions for Establishment of Interest Rates and Principal Payment Dates and Amounts. The rate or rates of interest per year to be borne by the Bonds and the principal amount of Bonds maturing on each Principal Payment Date, shall be such that the total principal and interest payments on the Bonds in any fiscal year in which principal is payable is not more than three times the amount of those payments in any other fiscal year. The net interest rate for the Bonds determined by taking into account the respective principal amounts of the Bonds and terms to maturity of those principal amounts of Bonds shall not exceed 6.00% per year.

(d) Payment of Debt Charges. The debt charges on the Bonds shall be payable in lawful money of the United States of America without deduction for the services of the Bond Registrar as paying agent. Principal of the Bonds, shall be payable when due upon presentation and surrender of the Bonds at the main office of the Bond Registrar; provided, however, to the extent that the Bonds are represented by a single bond as permitted by this Section 3, principal of the Bonds shall be payable when due upon presentation and proper endorsement by the Bond Registrar on the Bond, and in the case of the final principal payment due hereunder, surrender of the Bond at the main office of the Bond Registrar. Interest on a Bond shall be paid on each Interest Payment Date by check or draft mailed to the person in whose name the Bond was registered, and to that person's address appearing, on the Bond Register at the close of business on the 15th day of the calendar month next preceding that Interest Payment Date.

(e) Redemption Provisions. The Bonds may be redeemed in whole or in part at any time without premium. Notice of redemption, identifying the Bonds or portions thereof, to be called, shall be mailed by certified mail to the Registered Holders thereof not less than thirty (30) days prior to the date of redemption, upon which redemption date all interest upon the Bonds, or portions thereof, so called shall cease except for those as to which default shall be made, upon presentation, in the payment of the redemption price.

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 2, 2008**

Section 4. Execution and Authentication of Bonds; Appointment of Bond Registrar. The Bonds shall be signed by at least two members of the Board of County Commissioners and the County Auditor, in the name of the County and in their official capacities, provided that any or all of those signatures may be a facsimile. The Bonds shall be issued in the Authorized Denominations and numbers as requested by the Original Purchaser and approved by the County Administrator, shall be numbered as determined by the County Administrator in order to distinguish each Bond from any other Bond and shall express upon their faces the purpose, in summary terms, for which they are issued and that they are issued pursuant to this Resolution.

The County Administrator is hereby authorized to designate in the Certificate of Award the County Auditor or a bank or trust company authorized to do business in the State of Ohio to act as the initial Bond Registrar.

No Bond shall be valid or obligatory for any purpose or shall be entitled to any security or benefit under the Bond proceedings unless and until the certificate of authentication printed on the Bond is signed by the Bond Registrar as authenticating agent. Authentication by the Bond Registrar shall be conclusive evidence that the Bond so authenticated has been duly issued, signed and delivered under, and is entitled to the security and benefit of, the Bond proceedings. The certificate of authentication may be signed by any authorized officer or employee of the Bond Registrar or by any other person acting as an agent of the Bond Registrar and approved by the County Auditor on behalf of the County. The same person need not sign the certificate of authentication on all of the Bonds.

Section 5. Registration; Transfer and Exchange.

(a) Bond Register. So long as any of the Bonds remain outstanding, the County will cause the Bond Registrar to maintain and keep the Bond Register at its main office. Subject to the provisions of Section 3(d), the person in whose name a Bond is registered on the Bond Register shall be regarded as the absolute owner of that Bond for all purposes of the Bond proceedings. Payment of or on account of the debt charges on any Bond shall be made only to or upon the order of that person; neither the County nor the Bond Registrar shall be affected by any notice to the contrary, but the registration may be changed as provided in this Section. All such payments shall be valid and effectual to satisfy and discharge the County's liability upon the Bond, including interest, to the extent of the amount or amounts so paid.

(b) Transfer and Exchange. Any Bond may be exchanged for Bonds of any Authorized Denomination upon presentation and surrender at the main office of the Bond Registrar, together with a request for exchange signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. A Bond may be transferred only on the Bond Register upon presentation and surrender of the Bond at the main office of the Bond Registrar together with an assignment signed by the registered owner or by a person legally empowered to do so in a form satisfactory to the Bond Registrar. Upon exchange or transfer the Bond Registrar shall complete, authenticate and deliver a new Bond or Bonds of any Authorized Denomination or Denominations requested by the owner equal in the aggregate to the unmatured principal amount of the Bond surrendered and bearing interest at the same rate and maturing on the same date.

If manual signatures on behalf of the County are required, the Bond Registrar shall undertake the exchange or transfer of Bonds only after the new Bonds are signed by the authorized officers of the County. In all cases of Bonds exchanged or transferred, the County shall sign and the Bond Registrar shall authenticate and deliver Bonds in accordance with the provisions of the Bond proceedings. The exchange or transfer shall be without charge to the owner, except that the County and Bond Registrar may make a charge sufficient to reimburse them for any tax or other governmental charge required to be paid with respect to the exchange or transfer. The County or the Bond Registrar may require that those charges, if any, be paid before the procedure is begun for the exchange or transfer. All Bonds issued and authenticated upon any exchange or transfer shall be valid obligations of the County, evidencing the same debt, and entitled to the same security and benefit under the Bond proceedings as the Bonds surrendered upon that exchange or transfer. Neither the County nor the Bond Registrar shall be required to make any exchange or transfer of (i) Bonds then subject to call for redemption between the 15th day preceding the mailing of notice of Bonds to be redeemed and the date of that mailing, or (ii) any Bond selected for redemption, in whole or in part.

Section 6. Sale of the Bonds to the Original Purchaser. The Bonds shall be sold at private sale to the Original Purchaser at a purchase price, not less than 100% of the aggregate principal amount thereof, as shall be determined by the County Administrator in the Certificate of Award, plus accrued interest on the Bonds from their date to the Closing Date, and shall be awarded by the County Administrator with and upon such other terms as are required or authorized by this Resolution to be specified in the Certificate of Award, in accordance with law and the provisions of this Resolution. The County Administrator is authorized, if it is determined to be in the best interest of the County, to combine the issue of Bonds with one or more other bond issues of the County into a consolidated bond issue pursuant to Section 133.30(B) of the Ohio Revised Code in which case a single Certificate of Award may be utilized for the consolidated bond issue if appropriate and consistent with the terms of this Resolution.

The County Administrator shall sign and deliver the Certificate of Award and shall cause the Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 2, 2008**

the Bonds, to the Original Purchaser upon payment of the purchase price. The County Commissioners, or any of them, the County Auditor, the County Prosecutor, the County Treasurer, the Clerk and other County officials, as appropriate, each are authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Resolution.

Section 7. Provisions for Tax Levy. There shall be levied on all the taxable property in the County, in addition to all other taxes, a direct tax annually during the period the Bonds are outstanding in an amount sufficient to pay the debt charges on the Bonds when due, which tax shall not be less than the interest and sinking fund tax required by Section 11 of Article XII of the Ohio Constitution. The tax shall be within the ten-mill limitation imposed by law, shall be and is ordered computed, certified, levied and extended upon the tax duplicate and collected by the same officers, in the same manner and at the same time that taxes for general purposes for each of those years are certified, levied, extended and collected, and shall be placed before and in preference to all other items and for the full amount thereof. The proceeds of the tax levy shall be placed in the Bond Retirement Fund, which is irrevocably pledged for the payment of the debt charges on the Bonds when and as the same fall due.

All special assessments collected for the Improvement described in Section 2 and any unexpended balance remaining in the improvement fund after the cost and expenses of the Improvement have been paid shall be used for the payment of the debt charges on the Bonds until paid in full. In each year to the extent the income from the levy of the special assessments for the improvement is available for the payment of the debt charges on the Bonds and is appropriated for that purpose, the amount of the tax shall be reduced by the amount of the income so available and appropriated.

Nothing in the preceding paragraph in any way diminishes the irrevocable pledge of the full faith and credit and general property taxing power of the County to the prompt payment of the debt charges on the Bonds.

Section 8. Federal Tax Considerations. The County covenants that it will use, and will restrict the use and investment of, the proceeds of the Bonds in such manner and to such extent as may be necessary so that (a) the Bonds will not (i) constitute private activity bonds, arbitrage bonds or hedge bonds under Sections 141, 148 or 149 of the Code or (ii) be treated other than as bonds to which Section 103 of the Code applies, and (b) the interest thereon will not be an item of tax preference under Section 57 of the Code.

The County further covenants that (a) it will take or cause to be taken such actions that may be required of it for the interest on the Bonds to be and remain excluded from gross income for federal income tax purposes, (b) it will not take or authorize to be taken any actions that would adversely affect that exclusion, and (c) it, or persons acting for it, will, among other acts of compliance, (i) apply the proceeds of the Bonds to the governmental purpose of the borrowing, (ii) restrict the yield on investment property, (iii) make timely and adequate payments to the federal government, (iv) maintain books and records and make calculations and reports and (v) refrain from certain uses of those proceeds, and, as applicable, of property financed with such proceeds, all in such manner and to the extent necessary to assure such exclusion of that interest under the Code.

The County Auditor, as the fiscal officer of this County, or any other officer of the County having responsibility for issuance of the Bonds, is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the County with respect to the Bonds as the County is permitted or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in Section 148(f)(4)(C) of the Code or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the County, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and (c) to give one or more appropriate certificates of the County, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the County regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Bonds.

Section 9. Certification and Delivery of Resolution and Certificate of Award. The Clerk is directed to promptly deliver a certified copy of this Resolution and a copy of the Certificate of Award to the County Auditor.

Section 10. Bond Counsel. In connection with the issuance of the Bonds herein authorized, the law firm of Squire, Sanders & Dempsey L.L.P. is hereby retained to act as bond counsel to the County.

Section 11. Satisfaction of Conditions for Bond Issuance. This Council determines that all acts and conditions necessary to be done or performed by the County or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the County have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 2, 2008

Section 7) of the County are pledged for the timely payment of the debt charges on the Bonds; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

Section 12. Compliance with Open Meeting Requirements. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board or its committees and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 13. Effective Date. This Resolution shall be in full force and effect immediately upon its adoption.

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

RESOLUTION NO. 08-1057

IN THE MATTER OF MODIFYING THE CERTIFICATION OF SPECIAL ASSESSMENTS TO THE COUNTY AUDITOR FOR IMPROVING THE WIDENING OF LEWIS CENTER ROAD AS APPROVED IN RESOLUTION NO. 07-1190:

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

Whereas on September 24, 2007 the Delaware County Commissioners approved Resolution No. 07-1190 levying special assessments for improving and Widening Of (I) Lewis Center Road From A Point Commencing Approximately 400 Feet East Of Its Intersection With Dubois Road And Proceeding Westerly To Its Intersection With U. S. Route 23 And (Ii) U. S. Route 23 From A Point 700 Feet South Of Its Intersection With Lewis Center Road And Proceeding Northwesterly To Its Intersection With Orangewick Drive By Excavating, Grading, Paving, Drainage, Conduit, Curbs And Gutters, Traffic Pavement Markings, Signalization And Street Signs, and

Whereas the Clerk of the Board has prepared the certification of the special assessment for tax year 2008 to be collected in year 2009 based on necessary modifications.

Therefore be it resolved that the Clerk of the Board shall certify to the County Auditor the special assessments for placement on the tax duplicate for collection in 2009 and thereafter in accordance with Resolution 07-1190 for the project as referenced above.

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

RESOLUTION NO. 08-1058

IN THE MATTER OF MODIFYING THE CERTIFICATION OF SPECIAL ASSESSMENTS TO THE COUNTY AUDITOR FOR THE EXTENSION OF SAWMILL PARKWAY AS APPROVED IN RESOLUTION NO. 07-1191:

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

Whereas on September 24, 2007 the Delaware County Commissioners approved Resolution No. 07-1191 Levying Special Assessments For The Extension Of Sawmill Parkway From A Point Commencing At The Intersection Of Home Road And Sawmill Parkway And Proceeding Northerly For Approximately 5,000 Linear Feet By Excavating, Grading, Paving, Drainage, Street Lighting, Conduit, Curbs And Gutters, Traffic Pavement Markings, And Street Signs, Together With All Necessary And Related Appurtenances

Whereas the Clerk of the Board has prepared the certification of the special assessment for tax year 2008 to be collected in year 2009 based on necessary modifications.

Therefore be it resolved that the Clerk of the Board shall certify to the County Auditor the special assessments for placement on the tax duplicate for collection in 2009 and thereafter in accordance with Resolution No. 07-1191 for the project as referenced above.

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

There being no further business the meeting adjourned.

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD SEPTEMBER 2, 2008

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners