

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 17, 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 To Discuss The Possible Issuance By The County Of Franklin, Ohio Of Its Hospital Facilities Revenue Bonds For The Purpose Of Refinancing All Or A Portion Of Certain Hospital Facilities Bonds Issued By The County Of Delaware, Ohio For The Benefit Of Grady Memorial Hospital, At 561 West Central Avenue, City Of Delaware, County Of Delaware, Ohio

PUBLIC COMMENT

BELL FAMILY TRIBUTE

RESOLUTION NO. 08-1361

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 13, 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 November 13, 2008 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 08-1362

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1114:

It was moved by Mr. Evans, seconded by Mr. Ward to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1114:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
Floyd Brown	Trails Design	23811001-5301	\$ 74,500.00
Add A Line			
Flowline	Water Rec Dept Service/Repair	66290407-5328	\$ 13,497.30
OHIO Cat	Generator Rental	66690302-5335	\$ 7,028.47
Increases			
AEP	Electric Service	21411306-5338	\$ 3,500.00
The Dispatch Printing Co.	Printing /advertising	10011108-5312	\$ 2,500.00
Siemens	Seldom Seen	66290313-5290	\$ 3,960.00
Loeb Electric	Service	66290302-5270	\$ 1,000.00
Infilco Degremont	Site Inspection Sanitary Engineer	66290302-5270	\$ 7,000.00
AEP	Alum Creek	66290402-5338	\$ 32,000.00
Siemens	Alum Creek	66290407-5290	\$ 18,371.76
Siemens	E Alum Creek	66290409-5290	\$ 2,000.00
Siemens	Summerwood	66290412-5290	\$ 2,000.00
Decreases			
OH Edison	Service	21411306-5338	\$ 2,000.00
Siemens	Golf Village	66290308-5290	\$ 3,400.00
Siemens	Golf Village North	66290309-5290	\$ 560.00
Siemens	Maxtown	66290410-5290	\$ 18,371.76
Siemens	Cheshire	66290408-5290	\$ 4,000.00
Flowline	Water Rec. Service	66290305-5328	\$ 5,000.00
Flowline	Water Rec. Service	66290405-5328	\$ 8,497.30
Vouchers			
Beems BP Distr. Inc.	Gasoline/Service Center	10011106-5228	\$ 12,720.00
Priority Dispatch	Annual Maintenance Agreement	21411306-5325	\$ 8,828.00
Malcolm Pirnie	Centrifuge Dewatering/Impr	66690301-5301	\$ 69,972.14
Farm Plan	Fuel	66290606-5228	\$ 7,205.08

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

RESOLUTION NO. 08 -1363

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IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Juvenile Court is requesting that Jayn Hawk and John Magary attend a Sex Offender Management Training in Columbus, Ohio November 13-14, 2008, at no cost.

Juvenile Court is requesting that Amanda Weiss attend a Court Stat Report Training for Common Pleas Court in Columbus, Ohio November 21, 2008, at the cost of \$15.00.

The Child Support Enforcement Agency is requesting that Joyce Rhodes attend a GRADS Advisory Meeting in Delaware, Ohio November 18, 2008, at no cost.

The Sheriff’s Office is requesting that Sheriff Walter Davis attend a Buckeye State Sheriff’s Association Conference in Canton, Ohio November 9-12, 2008, at the cost of \$319.17.

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

RESOLUTION NO. 08-1364

IN THE MATTER OF APPROVING DITCH MAINTENANCE PETITION FOR CROSS CREEK SECTION 3, PHASE A:

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

Ditch Maintenance Petition- Cross Creek Section 3, Phase A

We the undersigned owners of 7.611 acres in Orange Township, Delaware County, Ohio propose to create a subdivision known as **Cross Creek Section 3, Phase A** as evidenced by the attached subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). This plat has been approved and signed by the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within a period of one year as evidenced by the Subdivider’s agreement Exhibit “B” available at the County Engineer’s Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit “C” (available at the County Engineer’s Office), be accepted as part of the County Ditch Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement. We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the **Cross Creek Section 3, Phase A** Subdivision.

The cost of the drainage improvements is \$40,739.43 and a detailed cost estimate is available at the County Engineer’s office in Exhibit “D”. The drainage improvements are being constructed for the benefit of the lots being created in this subdivision. 9 lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$4,526.60 per lot. An annual maintenance fee equal to 2% of this basis \$90.53 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year’s assessment for all of the lots in the amount of \$814.79 has been paid to Delaware County.

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

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

RESOLUTION NO. 08-1365

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR GREYLAND ESTATES SECTION 1, PHASE A:

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

Greyland Estates Section 1, Phase A

The roadways to be accepted are as follows:

- **Greyland Drive East**, to be known as **Township Road Number 1596**
- **Orvin Circle**, to be known as **Township Road Number 1597**

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

The Engineer also request approval to return the Letter of Credit being held as maintenance surety to the developer, 605 Investments.

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

RESOLUTION NO. 08-1366

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR GREYLAND ESTATES SECTION 1, PHASE A:

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

Stop Conditions -Greyland Estates Section 1, Phase A

- On Township Road Number 1596, Greyland Drive East, at its intersection with County Road Number 605
- On Township Road Number 1597, Orvin Circle, at its two intersections with Township Road Number 1596, Greyland Drive East

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

RESOLUTION NO. 08-1367

IN THE MATTER OF ENTERING INTO CONTRACT WITH KORDA/NEMETH ENGINEERING, INC. FOR DESIGN ENGINEERING SERVICES RELATED TO IMPROVEMENT OF THE INTERSECTION OF HOME ROAD AND CONCORD ROAD INCLUDING REPLACEMENT OF TWO BRIDGES IN CONCORD TOWNSHIP:

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

**PROFESSIONAL SERVICES CONTRACT
HOME ROAD & CONCORD ROAD
INTERSECTION IMPROVEMENTS (DEL-CR124)**

Section 1 – Parties to the Agreement

Agreement made and entered into this 17th day of November, 2008 by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 (“County”), and the firm of Korda/Nemeth Engineering, Inc., 1650 Watermark Drive, Columbus, Ohio 43215 (“Consultant”).

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator and agent of the Board for Work performed in accordance with this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension of Work.

Section 3 – Scope of Services (Work)

Consultant agrees to furnish, unto the County, professional engineering services for the project known as Home Road & Concord Road Intersection Improvements (DEL-CR124) including services listed in the Scope of Services agreed upon by the County and Consultant, dated October 15, 2008, and the Price Proposal dated November 6, 2008, by this reference hereby made part of this Agreement. Consultant further agrees to perform the Work promptly and in a skillfully competent manner under the direction of the Administrator and in accordance with generally accepted professional engineering standards.

Section 4 – Compensation

Compensation for Work performed under this Agreement shall be based on the actual cost plus net fee not to exceed Two Hundred Thirty One Thousand One Hundred Ninety Four dollars (\$231,194) in accordance with allowable costs and fees listed in the Consultant’s aforementioned Price Proposal. Compensation for those tasks listed in the Price Proposal shall constitute full payment for all labor, equipment and materials required to complete those tasks.

Section 5 – Payment

Compensation shall be paid based on the actual cost plus the percentage of fixed fee performed to date in accordance with the Consultant’s Price Proposal. Invoices shall be submitted to the Administrator by the Consultant on company letterhead clearly listing the word “Invoice” with a sequential invoice number provided. Consultant shall not commence any task not listed in the Price Proposal until written authorization for such work is provided by the County. The County may request additional documentation to substantiate said invoices and the Consultant shall promptly submit documentation as needed to substantiate said invoices.

Section 6 – Completion of Work, Delays and Extensions

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All Work associated with this Agreement shall be completed by the Consultant no later than June 1, 2010. In the event that unforeseen and unavoidable delays prevent the timely completion of the Work provided under this Agreement, the Consultant may make a written request for time extension, and the Administrator may grant such an extension provided that all other terms of the Agreement are adhered to.

Section 7 – Insurance

- 7.1 **General Liability Coverage:** Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 **Automobile Liability Coverage:** Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 **Workers' Compensation Coverage:** Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 **Professional Liability Insurance:** Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.5 **Additional Insureds:** The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.6 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Indemnification

The Consultant shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

Section 9 – Suspension or Termination of Agreement

The County may suspend or terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Consultant ordering termination of Work. The Consultant shall immediately suspend or terminate Work, as ordered by the County. In the case of Termination, the Consultant shall submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

Section 10 – Change in Scope of Work

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

Section 11 – Ownership of Engineering Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents or electronic files produced under this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Change of Key Consultant Staff

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.

Section 13 – Miscellaneous Terms & Conditions

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- 13.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this Agreement, without the prior express written consent of County.
- 13.2 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 13.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 13.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 13.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 13.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 13.7 Findings for Recovery: Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.8 Homeland Security: Consultant certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, Consultant agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and "No" being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.
- 13.9 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

- 13.10 Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code

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Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

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

RESOLUTION NO. 08-1368

IN THE MATTER OF APPROVING WEIGHT LIMIT REDUCTIONS ON VARIOUS ROADS IN DELAWARE COUNTY:

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

Weight Limit Reductions

The Ohio Revised Code, **Section 5577.07**, provides for the reduction of the weight limits on roads when thaws or excessive moisture render roads insufficient to bear normal traffic. Therefore, The Engineer is requesting that your Board reduce the load limits on the attached list of County and Township Roads by 40 percent of the legal limit in accordance with **Section 5577.07** of the ORC based on the presence of excessive soil moisture and the detrimental effect of numerous freeze/thaw cycles.

COUNTY/TWP ROAD	#	ROAD NAME	BEGIN LIMIT	END LIMIT
TOWNSHIP	35	3B'S & K, S	PLUMB RD	US ROUTE 36
TOWNSHIP	33	ALEXANDER		
TOWNSHIP	102	ARMSTRONG		
TOWNSHIP	86	BAKER		
TOWNSHIP	107	BALE KENYON		
TOWNSHIP	66	BEACOM		
TOWNSHIP	140	BEAN OLLER		
TOWNSHIP	252	BEARD		
TOWNSHIP	581	BENT TREE		
TOWNSHIP	75	BERKSHIRE		
TOWNSHIP	90	BIG RUN		
TOWNSHIP	1563	BIRTLES		
TOWNSHIP	68	BLAYNEY		
TOWNSHIP	67	BLUE CHURCH		
TOWNSHIP	92	BRAUMILLER		
TOWNSHIP	1562	BROXTON		
TOWNSHIP	141	BUNTY STATION		
TOWNSHIP	165	BURNT POND	US ROUTE 36	FONTANELLE
TOWNSHIP	193	BUTTERMILK HILL		
TOWNSHIP	81	CAACKLER		
TOWNSHIP	152	CALHOUN		
TOWNSHIP	165	CARR		
TOWNSHIP	334	CARRIAGE		
TOWNSHIP	63	CHAMBERS		
TOWNSHIP	33	CLARK		
TOWNSHIP	139	CLARK SHAW		
TOWNSHIP	129	CONCORD	HARRIOTT	COOK
TOWNSHIP	132	COOK		
TOWNSHIP	89, 273	CURVE	GLENN	LACKEY OLD STATE
TOWNSHIP	271	DALE FORD		
TOWNSHIP	167	DEGOOD		
TOWNSHIP	35	DOMIGAN		
TOWNSHIP	104	DUSTIN		
TOWNSHIP	1481	FALLING MEADOWS		
TOWNSHIP	164	FONTANELLE	OSTRANDER	SMART
TOWNSHIP	142	FORD		
TOWNSHIP	1224	FOUR WINDS		
TOWNSHIP	143	FRESHWATER		
TOWNSHIP	262	FRY		
TOWNSHIP	82	GIEHL		

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TOWNSHIP	93	GLENN	CURVE	DELAWARE CITY
TOWNSHIP	33	GOLF COURSE		
TOWNSHIP	87	HARRIS		
TOWNSHIP	1560	HATHERTON		
TOWNSHIP	76	HOGBACK		
TOWNSHIP	274	HOLLENBACK		
TOWNSHIP	482	HOLLEY WOODS DRIVE		
TOWNSHIP	171	HOUSEMAN		
TOWNSHIP	77	HOWARD		
TOWNSHIP	216	HUDSON		
TOWNSHIP	159	JACKTOWN		
TOWNSHIP	110	JAYCOX		
TOWNSHIP	73	JOE WALKER		
TOWNSHIP	85	JUMPER		
TOWNSHIP	60	JUSTAMERE		
TOWNSHIP	1518	KILDEER		
TOWNSHIP	149	KLONDIKE		
TOWNSHIP	155	LARCOMB		
TOWNSHIP	1561	LAWTON		
TOWNSHIP	1567	MEADOW CHASE		
TOWNSHIP	133	MERCHANT		
TOWNSHIP	160	NEWHOUSE		
TOWNSHIP	1568	OAK VIEW		
TOWNSHIP	114	ORANGE, E	S OLD STATE	BALE KENYON
TOWNSHIP	114	ORANGE, W	STATE ROUTE 315	US ROUTE 23
TOWNSHIP	142	OWEN FRALEY		
TOWNSHIP	50	PATRICK	TRENTON TWP	FREDRICKS
TOWNSHIP	56	PEERLESS		
TOWNSHIP	196	PENRY		
TOWNSHIP	99	PIATT	CHESHIRE	PEACHBLOW
TOWNSHIP	263	PITTMAN	US ROUTE 42	LEONARDSBURG
TOWNSHIP	54	PLANTATION		
TOWNSHIP	88	PLUNKETT		
TOWNSHIP	101	POLLOCK		
TOWNSHIP	12	PORTER CENTRAL	CENTERBURG	OLIVE GREEN
TOWNSHIP	12	PORTER CENTRAL	STATE ROUTE 656	MORROW COUNTY LINE
TOWNSHIP	483	RENEE COURT		
TOWNSHIP	95	ROLOSON		
TOWNSHIP	69	ROSECRANS		
TOWNSHIP	161	RUSSELL		
TOWNSHIP	122	RUTHERFORD		
TOWNSHIP	919	RYAN MEADOWS		
TOWNSHIP	121	SELDOM SEEN	STATE ROUTE 257	SAWMILL PARKWAY
TOWNSHIP	134	SHERMAN		
TOWNSHIP	258	SHORTCUT		
TOWNSHIP	85	SKINNER		
TOWNSHIP	168	SLOCUM		
TOWNSHIP	162	SMART		
TOWNSHIP	125	STEITZ	RUTHERFORD	HOME
TOWNSHIP	156	STOVER	DEAN	UNION COUNTY
TOWNSHIP	94	SWEENEY		
TOWNSHIP	71	TODD STREET		
TOWNSHIP	58	TRIMMER		
TOWNSHIP	70	TWIGG HUPP		
TOWNSHIP	57	ULERY	OLIVE GREEN	TRIMMER
TOWNSHIP	276	VELEY	KELLY MCMASTER	OXFORD TWP
TOWNSHIP	265	WALTON		
TOWNSHIP	173	WARREN		
TOWNSHIP	56	WILSON		

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

RESOLUTION NO. 08-1369

IN THE MATTER OF AMENDING THE CHILD CARE PROVIDER CONTRACTS BETWEEN THE

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DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY
COMMISSIONERS AND CHILD CARE PROVIDERS AS LISTED:

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

Jelly Bean / Bethel Rd.

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

This amendment, effective September 29, 2008, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Jelly Bean / Bethel Rd. entered into on the 1st day of January, 2008

<u>New Rates:</u>	Full Time	Part Time	Hourly
Infant	\$224.60	\$165.01	\$9.20
Toddler	\$196.77	\$139.44	\$8.56
Pre-K	\$167.41	\$107.71	\$6.13
Schoolage	\$111.91	\$ 82.24	\$5.74
B & A	\$110.25	\$ 82.24	\$5.74
B or A	\$ 94.50	\$ 82.24	\$5.74
Summer \$	161.49	\$109.53	\$6.72
Non-school days: \$15.75 per day up to schoolage weekly rate			

Today’s Learning Child

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

This amendment, effective August 20, 2008, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Today’s Learning Child entered into on the 1st day of January 2008.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$150,000 to \$200,000.

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

RESOLUTION NO. 08-1370

IN THE MATTER OF AMENDING THE CHILD PLACEMENT SERVICES CONTRACTS BETWEEN THE
DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY
COMMISSIONERS AND PROVIDERS AS LISTED:

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

Advantage Foster Care Network

AMENDMENT TO CONTRACT
For
Child Placement and Related Services

AMENDMENT NO. 1

This Amendment, effective October 9, 2008, is to amend the Contract for Child Placement and Related Services between the Delaware County Department of Job and Family Services, a department of the Delaware County Commissioners, and Advantage Foster Care Network, entered into on the 1st day of July, 2008.

I. Article IV. Reimbursement for Placement Services: Changes the amount reimbursable under the contract from \$35,000.00 to \$125,000.00.

The Buckeye Ranch, Inc

AMENDMENT TO CONTRACT
For
Child Placement and Related Services

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AMENDMENT NO. 1

This Amendment, effective October 14, 2008, is to amend the Contract for Child Placement and Related Services between the Delaware County Department of Job and Family Services, a department of the Delaware County Commissioners, and The Buckeye Ranch, Inc., entered into on the first day of July, 2008.

- II. Article IV. Reimbursement for Placement Services: Changes the amount reimbursable under the contract from \$30,000.00 to \$60,000.00.

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

RESOLUTION NO. 08-1371

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND BEECHBROOK FOR CHILD PLACEMENT SERVICES:

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

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Beechbrook 3737 Lander road Cleveland, Ohio 44124	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)

(A copy of this contact is available in the Commis sioners’ Office until no longer of administrative value).

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

RESOLUTION NO. 08-1372

IN THE MATTER OF ACCEPTING THE BID SUBMITTED BY MOIL MEANS FARMS LLC FOR THE CASH LEASE FOR DELAWARE COUNTY FARMLAND:

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

WHEREAS, Delaware County received two (2) bids for the cash lease of the County Farmland located at 4781 County Home Road and 1020 US Highway 42 North on November 10, 2008 at 10:00am. And;

WHEREAS, after carefully reviewing the bids received, the bid submitted by Moil Means Farms LLC has been determined to be the highest and best bid.;

NOW THEREFORE BE IT RESOLVED, that the board of Commissioners of Delaware County, State of Ohio, approve and accept the bid submitted by Moil Means Farms LLC for the cash lease of the Delaware County Home Farmland.

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

RESOLUTION NO. 08-1373

IN THE MATTER OF CERTIFYING TO THE COUNTY AUDITOR SANITARY SEWER CAPACITY CHARGES:

It was moved by Mr. Ward, seconded by Mr. Evans to certify the Sanitary Sewer Capacity Charges as follows:

Advanced Boarding and Grooming of Ohio Ltd

In the amount of \$14,750.00 with \$5,546.00 finance charge (pro-rated over a 10 year period) making total of \$20,296.00 for placement on tax duplicate. Bi-annual payment being \$1,014.80.

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

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RESOLUTION NO. 08-1374

IN THE MATTER OF EXECUTING AN EASEMENT AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE WINGATE FARMS OWNERS ASSOCIATION:

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

Whereas the Board of County Commissioner have previously executed Change Order # 14 for the Perry – Taggart Sanitary Improvements, and

Whereas the Change Order directs the contractor to construct a 15” diameter sewer from Daventry Lane to the Wingate Farms Pump Station and to remove the pump station, and

Whereas both temporary and permanent easements from the Wingate Farms Owners Association are needed for the proposed improvements, and

Whereas the required easements are detailed in Exhibit A, and

Whereas Wingate Farms Owners Association have executed an easement agreement for the County to purchase the required easements, and

Whereas the purchase price of the easement is one thousand eight hundred and ninety nine dollars (\$1,899.00) and equals the appraised value of the required easements.

Therefore be it resolved that the Board of County Commissioners executed the easement agreement with Wingate Farms Owners Association for the purchase of the easements as described in Exhibit A.

Furthermore be it resolved that the Board of County Commissioners approve a purchase order and voucher for \$1,899.00 to Wingate Farms Owners Association from 66711903-5401.

(A copy of the easement, Exhibit A, is available in the Sanitary Engineer’s Department until no longer of administrative value)

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

RESOLUTION NO. 08-1375

IN THE MATTER OF REJECTING ALL BIDS FOR BIOSOLIDS CONVEYANCE AND LAND APPLICATION BY THE DIVISION OF ENVIRONMENTAL SERVICES:

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

WHEREAS the County has solicited bids for the conveyance and land application of biosolids generated by the wastewater treatment systems and

Whereas only one (1) bid was received, and

Whereas the bid is not deemed as the lowest and best bid for the County.

Therefore be it resolved that the Board of County Commissioners reject all bids for Biosolids Conveyance and Land Application.

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

RESOLUTION NO. 08-1376

IN THE MATTER OF APPROVING A SERVICE AGREEMENT WITH SEDGWICK CLAIMS MANAGEMENT SERVICE, INC (SEDGWICK, CMS) TO PROVIDE CLAIMS ADMINISTRATION SERVICES FOR DELAWARE COUNTY’S WORKERS COMPENSATION SELF INSURED PROGRAM:

It was moved by Mr. Evans, seconded by Mr. Ward to approve a service agreement with Sedgwick, CMS for administration of the self insured claims program.

(A copy of the service agreement is available in the Commissioners’ Office until no long of administrative value)

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

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RESOLUTION NO. 08-1377

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

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

Supplemental Appropriations				Amount		
10016101-5375		Board of Elections/Settlement Services		\$ 60,000.00		
Vote on Motion	Mr. Ward	Aye	Mr. Jordan	Aye	Mr. Evans	Aye

RESOLUTION NO. 08-1378

9:30AM PUBLIC HEARING TO DISCUSS THE POSSIBLE ISSUANCE BY THE COUNTY OF FRANKLIN, OHIO OF ITS HOSPITAL FACILITIES REVENUE BONDS FOR THE PURPOSE OF REFINANCING ALL OR A PORTION OF CERTAIN HOSPITAL FACILITIES BONDS ISSUED BY THE COUNTY OF DELAWARE, OHIO FOR THE BENEFIT OF GRADY MEMORIAL HOSPITAL, AT 561 WEST CENTRAL AVENUE, CITY OF DELAWARE, COUNTY OF DELAWARE, OHIO:

It was moved by Mr. Evans, seconded by Mr. Ward to open the hearing at 9:40AM.

Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Aye
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RESOLUTION NO. 08-1379

IN THE MATTER OF CLOSING THE PUBLIC HEARING TO DISCUSS THE POSSIBLE ISSUANCE BY THE COUNTY OF FRANKLIN, OHIO OF ITS HOSPITAL FACILITIES REVENUE BONDS FOR THE PURPOSE OF REFINANCING ALL OR A PORTION OF CERTAIN HOSPITAL FACILITIES BONDS ISSUED BY THE COUNTY OF DELAWARE, OHIO FOR THE BENEFIT OF GRADY MEMORIAL HOSPITAL, AT 561 WEST CENTRAL AVENUE, CITY OF DELAWARE, COUNTY OF DELAWARE, OHIO:

It was moved by Mr. Ward, seconded by Mr. Evans to open the hearing at 9:45AM.

Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Aye
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RESOLUTION NO. 08-1380

A RESOLUTION REQUESTING THE COUNTY OF FRANKLIN, OHIO, TO ISSUE REVENUE BONDS, PURSUANT TO CHAPTER 140, REVISED CODE, A PORTION OF THE PROCEEDS OF WHICH REVENUE BONDS WILL BE USED TO REFUND BONDS WHICH WERE ISSUED IN PART TO REFINANCE BONDS ORIGINALLY ISSUED BY THE COUNTY OF DELAWARE FOR THE BENEFIT OF GRADY MEMORIAL HOSPITAL LOCATED WITHIN DELAWARE COUNTY:

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

WHEREAS, the County of Franklin, Ohio (“Franklin County”), as a “public hospital agency,” as defined in Chapter 140, Revised Code (the “Act”), is authorized and empowered by the Act to (a) acquire, construct, improve and equip “hospital facilities,” as defined in the Act, and (b) issue its revenue bonds to refund bonds and other obligations issued to pay the “costs of hospital facilities,” as defined in the Act;

WHEREAS, pursuant to the Act, Franklin County previously issued its Hospital Facilities Revenue Bonds, Series 2006 (OhioHealth Corporation) (the “Prior Bonds”), a portion of the proceeds of which were used by OhioHealth Corporation (the “Corporation”) to refund the County of Delaware, Ohio Hospital Facilities Revenue Refunding and Improvement Bonds, Series 1993 (Grady Memorial Hospital) (the “1993 Bonds”) which were issued for the purpose of refunding and retiring the County of Delaware, Ohio Hospital Facilities Revenue Refunding Bonds, Series 1987 (Grady Memorial Hospital) and financing and refinancing the costs of the acquisition, construction, equipping and installation of certain “hospital facilities”, as defined in the Act, of Grady Memorial Hospital located in Delaware County, Ohio; and

WHEREAS, pursuant to the Act, Franklin County anticipates issuing its Hospital Facilities Refunding Revenue Bonds, Series 2008B (OhioHealth Corporation) (whether designated as described in this Resolution or in the final bond indenture securing such bonds, the “Series 2008B Bonds”) in one or more series, a portion of the proceeds of which are to be used by the Corporation to refund the Prior Bonds;

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

Section 1. Findings and Determinations. This Board hereby finds and determines that the proposed

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financing in respect of Grady Memorial Hospital will promote the public purposes stated in Section 140.02 of the Act and that the refunding of the Prior Bonds is financeable under the Act.

Section 2. Request for Inclusion of Project in Financing. The Board requests that a portion of the Series 2008B Bonds be issued to refund the Prior Bonds which were issued, in part, to refinance the costs of the acquisition, construction, equipping and installation of certain “hospital facilities”, as defined in the Act, of Grady Memorial Hospital located in Delaware County, Ohio.

Section 3. No Obligation. The costs of issuance of the Series 2008B Bonds by Franklin County shall be paid from the proceeds of the Series 2008B Bonds, or from moneys made available by the Corporation or Grady Memorial Hospital. The Series 2008B Bonds do not constitute a general obligation, debt or bonded indebtedness of Franklin County or this County and neither the faith or credit or taxing power of Franklin County or this County or any other political subdivision is pledged to the payment of principal of or interest on the Series 2008B Bonds and the holders or owners thereof shall not be given the right and have no right to have excises or taxes levied by Franklin County or this County for the payment of principal of and interest thereon. Further, no part of the Series 2008B Bonds are to be issued, or shall be deemed issued, for or on behalf of this County.

Section 4. Bond Terms. The terms and provisions of the Series 2008B Bonds shall be as provided for in or pursuant to resolutions of the County Hospital Commission of Franklin County and the Board of County Commissioners of Franklin County authorizing the issuance, sale and delivery of the Series 2008B Bonds.

Section 5. Execution of Documents. Any member of this Board, the Clerk of this Board, the County Auditor and other County officials, as appropriate, are each 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 6. Compliance with Open Meeting Requirements. 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 committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 7. Effectiveness. This Resolution shall be in full force and effect immediately upon its adoption.

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

RESOLUTION NO. 08-1381

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR DOG AND KENNEL:

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

Transfer of Appropriations		Amount
From	To	
20410301-5312	20410301-5201	\$ 1,800.00
Dog and Kennel Auditor/Advertising	Dog and Kennel Auditor/Supplies	

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

RESOLUTION NO. 08-1382

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

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

Transfer of Appropriations		Amount
From	To	
10031301-5001 (compensation)	10031301-5450 (equipment >\$5000)	\$ 150,000.00
Sheriff Deputies	Sheriff Deputies	
10031301-5004 (overtime)	10031301-5450 (equipment>\$5000)	\$ 25,000.00
Sheriff Deputies	Sheriff Deputies	
10031301-5102 (worker’ comp)	10031301-5450 (equipment>\$5000)	\$ 11,500.00
Sheriff Deputies	Sheriff Deputies	
10031301-5120 (PERS)	10031301-5450 (equipment>\$5000)	\$ 35,000.00
Sheriff Deputies	Sheriff Deputies	
10031303-5004 (overtime)	10031301-5450 (equipment>\$5000)	\$60,000.00

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Sheriff Deputies	Sheriff Deputies	
10031303-5001 (compensation) Sheriff Deputies	10031301-5450 (equipment>\$5000) Sheriff Deputies	\$ 22,900.00
10031303-5120 (PERS) Sheriff Deputies	10031301-5228 (Vehicle maint and repair) Sheriff Deputies	\$ 4,770.00
10031303-5120 (PERS) Sheriff Deputies	10031301-5260 (inv tool,equip 1000-4999) Sheriff Deputies	\$ 4,200.00
Vote on Motion	Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye	

RESOLUTION NO. 08-1383

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. Evans to adjourn into Executive Session at 10:00AM.

Vote on Motion	Mr. Evans Aye Mr. Jordan Aye Mr. Ward Aye
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RESOLUTION NO. 08-1384

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 10:50AM.

Vote on Motion	Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye
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There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners