

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 8, 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

PUBLIC COMMENT

RESOLUTION NO. 08-1453

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 4, 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 December 4, 2008 as contained in the county's official electronic recordings of the proceedings.

Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Aye
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RESOLUTION NO. 08-1454

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1205 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR1205:

It was moved by Mr. Evans, seconded by Mr. Ward to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1205, memo transfers in batch numbers MTAPR1205 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
John a. Sanders	Land Purchase	40211405-5401	\$ 150,521.00
Maximus Inc.	Cost Allocation	10011102-5301	\$ 10,900.00
Workhealth	TB Testing EMS Employees	10011103-5340	\$ 5,952.00
Workhealth	Hepatitis B Screening	10011303-5340	\$ 2,040.00
Pizzuti Solutions LLC	Courts Building Design	10011102-5301	\$ 50,000.00
Increases			
Prosecutor	CSEA	10011102-5360	\$ 10,000.00
Queen Automotive	For Job and Family Program	22411602-5348	\$ 1,000.00
JOG	Job and Family Program	22311611-5348	\$ 2,000.00
Downes, Hurst & Fishel	Legal Service	10011303-5361	\$ 5,000.00
Del Co. Ec. Dev.	Admin Fees	23011708-5365	\$ 1,000.00
Squire, Sanders & Dempsey	Legal Fees	21011113-5361	\$ 4,000.00
Xerox	Copier	21011113-5313	\$ 1,000.00
Noah's Ark/Tippett	Day Care	22511607-5348	\$ 5,000.00
Noah's Ark/Harrison	Day Care	22411610-5348	\$ 15,000.00
JFS	EMT Reimbursement	22411601-5348	\$ 5,000.00
BP Products	Gasoline	10011106-5228	\$ 6,000.00
CCAO	Gas/Utilities	10011105-5338	\$ 1,100.00
Decreases			
City of Delaware	City Prosecutor Fees	10011102-5301	\$ 10,000.00
Health Dept.	TANF	70161607-5348	\$ 20,000.00
McWherters	Gasoline	10011106-5228	\$ 6,000.00
Chesrown	Auto Dealer	10011106-5228	\$ 2,000.00
Vouchers			
Del Area Career Center	ABLE	22411601-5348	\$ 10,662.50
The Village Network	Residential Treatment	22511607-5342	\$ 84,318.00
J C & Son Builders	DCHIP Home Repairs	23111711-5365	\$ 6,200.00
Cutting Edge Construction	Formula 2007 Grant	23011708-5365	\$ 10,139.80
US SafetyGear Inc.	Purchase/Hazardous Mat. Equip.	21511317-5250	\$ 49,788.37
The Village Network	Residential Treatment	22511607-5342	\$ 82,749.38
Starr Commonwealth	Residential Treatment	22511607-5342	\$ 22,870.56
Buckeye Ranch Inc.	Residential Treatment	22511607-5342	\$ 13,530.00
Adventure Academy	Day Care	22411610-5348	\$ 14,414.00
Nikou Learning Center	Day Care	22411610-5348	\$ 7,264.32
Noah's ark Learning Center	Day Care	22411610-5348	\$ 7,827.23
Noah's ark Learning Center	Day Care	22511607-5348	\$ 1,357.76
Floyd brown	OH Erie Trail Bike Path	23811001-5301	\$ 6,413.06
Trident	Security	10011102-5301	\$ 9,191.94

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CCAO	Gas/Utilities	10011105-5338	\$	5,611.59		
Siemens	Bioxide/Alum Creek PS	66290407-5290	\$	4,963.86		
Siemens	Bioxide/East Alum Creek	66290409-5290	\$	1,039.50		
Siemens	Vinimar	66290413-5290	\$	1,980.00		
Prudential Group Life	Oct Life Premiums	60211902-5370	\$	2,224.95		
Prudential Group Life	Oct LTD Premiums	60211902-5370	\$	7,937.34		
Prudential Group Life	Nov Life Premiums	60211902-5370	\$	2,224.95		
Prudential Group Life	Nov LTD Premiums	60211902-5370	\$	7,937.34		
City of Delaware	City Prosecutor Fees	10011102-5301	\$	10,165.00		
Crane America	Repairs at Pump stations and AC	66290407-5328	\$	6,862.00		
Memo Transfer Voucher						
From	To					
Family & Children First	DGHD	EI Sept./FY 09	\$	8,008.85		
70161602-5348	70251501-4560					
Family & Children First	DGHD	GR Sept./FY 09	\$	7,475.41		
70161606-5348	70251501-4560					
Job and Family	Commissioners	Indirect Cost	\$	29,628.25		
22411605-5380	10011101-4231	December 2008				
Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Aye

RESOLUTION NO. 08 -1455

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Administrative Services Department and The EMS Department are requesting that Lisa Iannotta and Rob Farmer attend an Unfair Labor Practices Seminar in Columbus, Ohio January 20, 2009, at the cost of \$290.00.

The Sheriff’s Office is requesting that Troy Petrie attend a Instructors Training in Summit County December 10-11, 2008, at the cost of \$70.00.

The Economic Development Department is requesting that Dottie Brown attend a Neighborhood Stabilization Program Training in Columbus, Ohio December 11, 2008, at no cost.

Juvenile Court is requesting that Jayn Hawk attend a Child Sex Abuse Training in Reynoldsburg, Ohio December 8-9, 2008, at the cost of \$250.00.

Juvenile Court is requesting that LaShon Kilburn attend a School to Prison Pipeline Development Training in Columbus, Ohio December 2, 2008, at the cost of \$25.00.

The Department of Job and Family Services is requesting that Brenda Newell attend a Fraud Training in Hancock County and Union County December 11-12, 2008, at the cost of \$73.40.

Vote on Motion	Mr. Ward	Aye	Mr. Jordan	Nay	Mr. Evans	Aye
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RESOLUTION NO. 08-1456

IN THE MATTER OF APPROVING THE TREASURER’S REPORT:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the Treasurer’s Report.

(Copy available for review at the Commissioners’ Office until no longer of administrative value.)

Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Aye
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RESOLUTION NO. 08-1457

IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE SHERIFF’S OFFICE AND THE UNITED STATES MARSHALS SERVICES:

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

MEMORANDUM OF UNDERSTANDING
DISTRICT FUGITIVE TASK FORCE (DFTF);
SOUTHERN OHIO FUGITIVE APPREHENSION STRIKE TEAM

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SOFAST

This Memorandum of Understanding (MOU) is entered into by the Delaware County (Ohio) Sheriffs Office and the United States Marshals Service (USMS) pursuant to 28 U.S.C. § 566(e)(1).

Terms and Conditions

1. Period of Performance: This MOU will be effective from the date of signing by the USMS until the close of the federal fiscal year, and thereafter every successive fiscal year, subject to the availability of funding. Participating agencies may withdraw their participation after providing a thirty day advance written notice to the United States Marshal.

2. Overtime Reimbursement: If funding becomes available for overtime compensation at some time in the future, each agency will be notified by the USMS. Upon notification, each agency must submit within thirty days a list of the participating officers and the rate of overtime for each officer. In this instance, overtime will be reimbursed upon the submission of a proper invoice which identifies the name and address of each officer assigned to the task force; the dates of service; the total days/hours to be reimbursed; the overtime rate; and the total amount billed. Invoices must be sent to the United States Marshal, Southern District of Ohio, for certification and forwarding to USMS Headquarters for processing. In the event that overtime monies become available to the USMS, reimbursement of overtime work shall be consistent with the Fair Labor Standards Act and shall be at a rate not less than one and one-half (1½) times the law enforcement officer's basic rate of pay for all hours worked in excess of the applicable standard in the workplace. When funding for that purpose is not available, the USMS shall not reimburse each participating agency for overtime hours.

The SOFAST supervisor is responsible for scheduling the duty hours of the personnel assigned to their group. All overtime compensation is subject to the supervision of the United States Marshal or his designee.

3. Personnel and Supervision: The SOFAST will consist of law enforcement and administrative personnel from federal, state, and local law enforcement agencies. Direction, coordination and organization of the SOFAST will be the responsibility of the United States Marshal or his designee. Each agency retains responsibility for the conduct of its officers and oversight of any interagency administrative matters.

4. Task Force Coordinating Committee: A SOFAST Coordinating Committee, consisting of the agency head of each participating agency or their designee, shall meet and confer as necessary to review and address issues concerning the SOFAST.

5. Vehicles and Equipment: Any vehicles, equipment, credentials, or other items issued to task force personnel by the USMS shall remain the property of the USMS. USMS vehicles shall be used only for official purposes and solely for use in the performance of the SOFAST. USMS vehicles shall not be used for transportation between home and work and all vehicles and equipment must be returned to the USMS upon the departure of any SOFAST member.

Each participating agency agrees to furnish one vehicle for each officer assigned to the SOFAST unless a USMS owned or leased vehicle is available and assigned to that officer. Each participating agency is responsible for the fuel, maintenance, and any miscellaneous expenses associated with the use of its vehicles.

Each participating agency agrees to provide mobile and/or handheld radio equipment capable of communicating on their respective law enforcement radio network. The USMS will work with participating agencies to ensure the availability of proper communications equipment.

6. Background Investigations and Special Deputation: Only law enforcement officers in good standing may be assigned to SOFAST. Officers will be required to undergo limited background investigations in accordance with DOJ regulations in order to be provided access to USMS records and computer systems. The USMS shall bear the costs associated with any background investigations. Non-Federal law enforcement officers assigned to the SOFAST must meet all USMS Special Deputation requirements and will be deputized as Special Deputy U.S. Marshals accordingly. Each special deputation for a task force member will be in force only while the individual is assigned to the task force and is performing task force duties.

7. Records, Reports, and Evidence: Reports of investigation and other investigative materials generated by the SOFAST shall be retained by the participating agency responsible for the warrant. Evidence seized or collected by the SOFAST may be turned over to other law enforcement agencies as appropriate. Copies of investigative reports and other materials may be provided to other agencies in accordance with applicable laws, rules, and regulations.

SOFAST statistics will be maintained in the USMS Warrant Information Network (WIN). Statistics will be made available to any participating agency upon request.

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8. Referral and Assignment of Cases: Each participating agency agrees to refer cases for investigation by the SOFAST. Once an agency refers a case to SOFAST, that agency will not do any investigation of the case outside of the task force. Upon written request, the SOFAST may also assist non-participating law enforcement agencies in locating and arresting their dangerous fugitives.

SOFAST officers will be assigned federal, state, and local fugitive cases for investigation. Investigative teams will consist of personnel from different agencies whenever possible. Each participating agency retains overall responsibility for the cases they refer to the SOFAST.

9. NCIC Entries: Fugitive cases referred to the SOFAST for investigation by any participating agency will be entered into the National Crime Information Center (NCIC) by the originating agency.

10. Travel: SOFAST officers maybe required to travel outside of the jurisdiction to which they are normally assigned in furtherance of SOFAST business. State or local task force officers traveling on official business at the direction of the USMS shall be reimbursed directly by the USMS for their travel expenses in accordance with the Federal Travel Regulations.

11. Informants: Upon approval, the USMS may provide funding for the payment of informants. All payments of informants utilizing USMS funding shall comply with USMS policies and procedures concerning confidential informants and protected sources. Otherwise, funds for informants will be supplied by the agency that has warrant jurisdiction according to that agency's procedures.

12. Use of Force: All members of the SOFAST shall comply with their agency's guidelines concerning the use of force. Copies of all applicable use of force policies shall be provided to the United States Marshal or his designee.

13. News Media: Press conferences, press releases, and other statements to the media concerning SOFAST arrests and operations shall be coordinated among all participating agencies. Under no circumstances shall confidential source information or sensitive law enforcement techniques, such as those associated with electronic surveillance, be disclosed to the media.

Release of Liability: Each agency shall be responsible for the acts and omissions of its employees. Participating agencies or their employees shall not be considered to be the agents of any other participating agency. Nothing herein waives or limits sovereign immunity under federal or state statutory or constitutional law.

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

RESOLUTION NO. 08-1458

IN THE MATTER OF AMENDING RESOLUTION NO. 08-1296 (IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE SHERIFF’S OFFICE AND THE OHIO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF OHIO HOMELAND SECURITY FOR REIMBURSEMENT FOR A BUCKEYE STATE SHERIFF ASSOCIATION INTEL OFFICER):

It was moved by Mr. Evans, seconded by Mr. Jordan to amend Resolution No. 08-1296 (In The Matter Of Approving A Memorandum Of Understanding Between The Sheriff’s Office And The Ohio Department Of Public Safety, Division Of Ohio Homeland Security For Reimbursement For A Buckeye State Sheriff Association Intel Officer).

(A copy of the memorandum is available in the Commissioner’s Office until no longer of administrative value).

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

RESOLUTION NO. 08-1459

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

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

Permit #	Applicant	Location	Type of Work
U08-124	COLUMBIA GAS	COOK RD	INSTALL GAS LINE
U08-125	EMBARQ	CARTER’S CORNER RD	PLACE CABLE IN ROW

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

RESOLUTION NO. 08-1460

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IN THE MATTER OF APPROVING A CONTRACT WITH EAGLE BRIDGE COMPANY FOR THE ORANGE ROAD OVER OLENTANGY RIVER BRIDGE PROJECT:

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

CONTRACT

THIS AGREEMENT is made this 8th day of December, 2008 by and between Eagle Bridge Company, hereinafter called the “Contractor” and the Delaware County Board of Commissioners, hereinafter called the “Owner”.

Eagle Bridge Company
800 S. Van Denmark Road
PO Box 59
Sidney, Ohio 45365

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, “DEL-TR114-0.00 Part 1 (Orange Road over Olentangy River Bridge 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 Seven Hundred Seventeen Thousand Seven Hundred and Seven Dollars and Seventy-Five Cents (\$ 2,717,707.75)*, 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
- 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. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 08-1461

IN THE MATTER OF APPROVING THE CASHLEASE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND MOIL MEANS FARMS LLC FOR THE COUNTY FARM LAND:

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

CASH LEASE

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

- 1. This lease is made this 8th day of December, 2008, by and between the Board of Commis sioners for Delaware County, Ohio, landlord, and Moil Means Farms LLC, 6105 Curren Rd., Prospect, Ohio 43342, tenant.

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

SECTION II. LENGTH OF LEASE

Said tenant to have and to hold the said property, subject to the conditions and limitations hereinafter mentioned, for the 2009 crop year beginning on the 1st day of April, 2009, at 12:00 p.m. (noon) and ending on December 31, 2009, or ten days after the crops are removed, which ever comes first.

Said lease is thereafter renewable for two (2) additional one (1) crop years. To renew, the tenant must provide the landlord a written notice of intent to renew on or before the fifteenth day of October 2009 (for the 2010 crop year). Any renewal period pursued by the tenant will be subject to the same terms and conditions of the original lease period.

The landlord reserves the right not to renew the lease and must do so in writing to the tenant by December 20, 2009.

SECTION III. PAYMENT OF RENT

For the occupancy and use of the real estate as herein described the tenant agrees to pay the landlord, a rent of \$45,980.00, being computed at \$209.00 per tillable acre.

One half of the annual rent shall be due and payable at the Delaware County Commissioners Office, 101 N. Sandusky Street, Delaware, Ohio 43015 on or before April 1, 2009; the remaining one-half of the annual rent is due and payable on or before November 1, 2009 for the crop year. Rent for the second year and any renewal period will be due in the same manner for the year of the lease or the year the lease is renewed.

Failure to pay rent on time will automatically result in non-renewal of lease.

SECTION IV. LANDLORD CONTRIBUTION

1. The landlord will furnish the above described real estate.
2. The landlord will maintain recommended lime levels on land of a buffer ph level of 6.5 to 7.0.

SECTION V. TENANT'S CONTRIBUTION AND CARE OF PROPERTY

The tenant agrees to farm the land in a husband-like manner and to standards, methods, and/or practices recommended by the Delaware County Soil and Water Conservations District and the USDA Natural Resource Conservation Service.

SECTION VI. SYSTEM OF FARMING AND SOIL MAINTENANCE

The tenant is encouraged to farm the property in accordance to the Resource Management System Conservation Plan developed by the USDA Natural resource Conservation Service and the Delaware Soil & Water Conservation District and adopted by the Board of Commissioners, and in addition, provided that the tenant does not do any of the following: plow identified surface drainage courses, cut straw on fields planted to wheat or oats after harvest, use any herbicides, pesticides, and/or use fertilizers that have any residual carry-over into the next crop. Straw cut during harvest may be removed from fields.

A crop rotation on soybeans, winter wheat and corn is to be used. It is encouraged that for the 2009 crop year the land be planted in soybeans. The first option for renewal, winter wheat be planted and corn for the final renewal.

The tenant shall not use the property that is subject of this lease for the pasturing of livestock.

This lease does not include the use of any building or utilities on the property.

SECTION VII. RIGHT OF ENTRY

The landlord reserves the right to enter upon said land to inspect, to make improvements thereon, and for

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any and all lawful purposes arising from the ownership of the farm so long as it does not interfere with the rights of the tenant as provided in this lease.

SECTION VIII. HEIRS AND SUCCESSORS

1.This lease shall be binding upon the heirs, executors, administrators, and successors of both landlord and tenant.

2.However, if the lease is renewed for more than the crop year, the following applies:

- a. If the land is sold or transferred during the term of this lease, the sale or transaction is subject to terms of this lease.
- b. If the tenant dies during the terms of this lease, the lease shall be terminated at the end of the lease year in which the death occurs.

SECTION IX. YIELDING POSSESSION AT END OF LEASE

The tenant agrees that at the expiration of this lease he will yield possession of the property to the landlord without further notice and that it will be in as good order and condition as when the same was entered by the tenant.

SECTION X. SUBLEASING

The tenant will not re-lease or sublet said property or any part thereof without the written consent of the landlord.

SECTION XI. TERMINATION OF LEASE/LIQUIDATED DAMAGES

The landlord may, at its sole option, terminate this lease upon providing thirty (30) days written notice of its intent to do so. If the landlord terminates this lease for any reason before the planting of any crops, the landlord shall reimburse the tenant liquidated damages for all reasonable expenses, excluding lost profits but including any rent payments that already have been made, for that crop season. If the landlord terminates this lease after the planting of crops, the landlord shall reimburse the tenant liquidated damages in the estimated amount of the value the crop planted on the farmland. Estimated yield rates and rates for standard farming practices will be obtained from the local USDA Office and/or OSU Extension Office. The liquidated damages described in this section will be the only remedy available to the tenant under this agreement. The tenant hereby releases all other claims, rights and legal and equitable remedies against the landlord. The tenant further indemnifies and holds harmless the landlord for any claim made by any party against the landlord relating to this agreement or the tenant's use of the property.

SECTION XII. ADDITIONAL FEATURES

The tenant agrees that 50 of the 219 acres at the County Home Farm will be set aside for the application of treated sludge from the Olentangy Waste Water Treatment Plant and the Alum Creek Waste Water Treatment Plant by the Delaware County Sanitary Engineer. The 50 acres will be rotated annually, and will be flagged by the Sanitary Engineer's Office. All applications of sludge will meet EPA guidelines.

At the end of the renewal period or the end of the original lease if the tenant does not exercise their option to renewal, the tenant shall allow access to the property to any new tenant for the no-till planting of wheat immediately after the harvest of soybeans if applicable.

SECTION XIII. MISCELLANEOUS TERMS

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

The Tenant shall present to the Landlord current certificates of insurance, and shall maintain such

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

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

RESOLUTION NO. 08-1462

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR VETERANS SERVICES:

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

Transfer of Appropriation

From	To		
10062601-5350	10062601-5450	\$	36,066.00
Veterans Services/Foster Care	Veterans Services/ Equipment		

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

RESOLUTION NO. 08-1463

IN THE MATTER OF APPROVING THE RESOLUTION OF NECESSITY FOR PURCHASE OF
AUTOMOBILES FOR THE USE OF THE COUNTY COMMISSIONERS; ANY COUNTY DEPARTMENT,
BOARD, COMMISSION, OFFICE OR AGENCY; OR ANY ELECTED COUNTY OFFICIAL OR HIS OR HER
EMPLOYEES:

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

WHEREAS; the Board of County Commissioners of Delaware County, Ohio are required by Ohio Revised Code §307.41, to find, by resolution of necessity, that it is necessary to expend county monies for the purchase or lease of new automobiles to be used by the County Commissioners, by any county department, board, commission, office or agency, or by any elected county official or his or her employees, and

WHEREAS; the Board of County Commissioners of Delaware, County, Ohio has before it a request from Veterans Services, to expend county monies for the purchase of one new, 2008 Ford E350 Super Duty passenger van from Matthews Auto; and

WHEREAS; the Board of County Commissioners have legally appropriated monies from the proper fund for the acquisition of vehicles.

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

- Section 1. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that a necessity exists to purchase one new 2008 Ford E350 Super Duty passenger van for use by Veterans Services.
- Section 2. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the number of motor vehicles required is one, for replacement of current vehicle.
- Section 3. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare that the estimated cost of said purchase or lease will be a total of \$20,994.78.
- Section 4. That the Board of County Commissioners of Delaware County, Ohio, does hereby declare

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that the purchase or lease of said vehicles will be in conformity with the public bidding requirements of Ohio Revised Code 307.86 through 307.92.

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

RESOLUTION NO. 08-1464

IN THE MATTER OF SETTING DATE AND TIME FOR PUBLIC HEARING #1 FOR CDBG FUNDING, COMMUNITY HOUSING IMPROVEMENT PROGRAM (CHIP), AND REVOLVING LOAN FUND (RLF):

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

Whereas, a public hearing will be held on **Monday, January 5, 2008, at 7:30 pm** in the County Commissioners Office located at 101 North Sandusky Street in Delaware, Ohio. This hearing is needed to consider the applications for 2009.

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

RESOLUTION NO. 08-1465

IN THE MATTER OF APPROVING TRANSFER OF FUNDS AND SUPPLEMENTAL APPROPRIATIONS FOR ENVIRONMENTAL SERVICES:

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

Supplemental Appropriations		
66411901-5801	Bond Reserve/Transfers	\$108,553.98
66611903-5801	URF OECC/Transfers	\$149,554.69
66611904-5801	URF ACWRF/Transfers	\$249,257.81
Transfers of Funds		
66411901-5801	66311901-4601	
Bond Reserve/Transfers	Bond Service/Interfund Revenue	\$108,553.98
66611903-5801	66311901-4601	
URF OECC/Transfers	Bond Service/Interfund Revenue	\$149,554.69
66611904-5801	66311901-4601	
URF ACWRF/Transfers	Bond Service/Interfund Revenue	\$249,257.81

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

RESOLUTION NO. 08-1466

IN THE MATTER OF SUPPORT FOR THE NPDES PERMIT APPLICATION OF THE CENTRAL OLENTANGY WASTEWATER RECLAMATION FACILITY BY SHAPTER LIMITED PARTNERSHIPS:

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

Whereas the 2005 update of the Sewer Master Plan recommends four (4) new areas for the provision of sanitary sewer service, and

Whereas the Master Sewer Plan is a planning document that includes many parameters including economic development and township input to recommend these new service areas, and

WHEREAS, a Developer, (The Shapter Limited Partnerships) has plans to develop certain lands within one of these service areas, the Central Olentangy Service Area, and

WHEREAS, the developer desires to install a treatment facility with an initial capacity over 100,000 gallons per day using his own funds, and

Whereas current County policy requires developer constructed treatment facilities with a capacity greater than 100,000 gallons per day to be turned over to the County for ownership and operation, and

Whereas the developer will need to submit a permit applications to the Ohio Environmental Protection Agency (OEPA) for the proposed treatment facility.

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Therefore be it resolved that the Board of County Commissioners support the submission of the permit applications to the OEPA for the proposed treatment facility.

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

RESOLUTION NO. 08-1467

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR PERMANENT IMPROVEMENT:

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

Supplemental Appropriations			
40111402-5410	Permanent Improvement/Building Improvement		\$3,500.00
40111402-5450	Permanent Improvement/Equipment		\$5,700.00
40111402-5260	Permanent Improvement/Inventoried Tools		\$14,700.00

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

RESOLUTION NO. 08-1468

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 9:35AM.

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

RESOLUTION NO. 08-1469

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 10:40AM.

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

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Letha George, Clerk to the Commissioners