

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 30, 2009**

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

Present: Todd Hanks, Ken O'Brien, Tommy Thompson

9:45 AM Public Hearing For The Possible Issuance By The County Of Hamilton, Ohio Of Approximately \$30,000,000 In Principal Amount Of Healthcare Facilities Improvement And Refunding Revenue Bonds (Episcopal Retirement Homes), Series 2009

RESOLUTION NO. 09-917

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 27, 2009:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on July 27, 2009; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

PUBLIC COMMENT

**Denise E. Dunlap And 3rd Degree Tanning, Llc
Refer to CD minutes for entire record**

RESOLUTION NO. 09-918

IN THE MATTER OF AMENDING A RESOLUTION AND AGREEMENT AUTHORIZING THE USE OF DELAWARE COUNTY REVOLVING LOAN FUNDS (RLF) FOR DENISE E. DUNLAP AND 3RD DEGREE TANNING, LLC PROJECT:

It was moved by Mr. Hanks, seconded by Mr. Thompson to amend a resolution and agreement:

WHEREAS, the Delaware County Commissioners, via Resolution 04-381 adopted on March 25, 2004, did authorize RLF participation, and the execution of a loan agreement, cognovit promissory note, direct guaranty agreement, and security agreement for Denise E. Dunlap and 3rd Degree Tanning Project (hereafter referred to as the "Project"); and

NOW THEREFORE, PURSUANT TO THE FOREGOING, BE IT HEREBY RESOLVED by the Board of Commissioners, County of Delaware, State of Ohio as follows:

- SECTION I. That the Delaware County Board of Commissioners hereby approve amending the loan agreement approved per Resolution 04-381 as stated below.
- SECTION II. The Delaware County Economic Development Director shall forward a copy of this Resolution and the revised project amendment agreement to the Office of Housing and Community Partnership, Ohio Department of Development upon execution.
- SECTION III. Unless otherwise provided herein, the terms of any and all agreements between and among Denise E. Dunlap and 3rd Degree Tanning LLC, and the Delaware County Board of Commissioners remain in full force and effect.
- SECTION IV. That this Resolution shall take effect and be in force immediately after its passage.

**Delaware County Revolving Loan Fund
Loan Amendment Agreement**

WHEREAS, Delaware County has established a REVOLVING LOAN FUND (RLF) to stimulate economic opportunities when an identified financing gap prevents a project from moving forward; and

WHEREAS, the Delaware County Commissioners, via Resolution 04-381 adopted on March 25, 2004, did authorize RLF participation, and the execution of a loan agreement, note, direct guaranty agreement, and security agreement

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for Denise E. Dunlap and 3rd Degree Tanning Project (hereafter referred to as the "Project"); and

WHEREAS, Denise E. Dunlap, the owner of the Project located at 9 N. Sandusky Street in Delaware, Ohio, has requested an amendment of the grant agreement and legally binding documents in order to restructure the Revolving Loan Fund loan for this Project.

NOW THEREFORE, in consideration of the mutual covenants hereinafter contained and the benefit to be derived by the parties from the execution hereof, the Parties herein agree as follows:

SECTION I. That the Delaware County Board of Commissioners hereby approve amending Resolution 04-381 agreement, and RLF legally binding documents pertaining to this project, to allow Denise E. Dunlap and 3rd Degree Tanning to pay \$250.00 a month for nine months from September 15, 2009 – May 15, 2010, a total amount of \$2,250.00. Beginning with the June 15, 2010 payment, Denise E. Dunlap and 3rd Degree Tanning shall resume principal and interest payments, plus repayment of the amount of principal unpaid from September 15, 2009 – May 15, 2010, in the amount of \$661.86 paid each month starting June 15, 2010, until May 15, 2013, with payments due on the 15th day of each month; with the term and total repayment amount of principal and interest for said loan remaining unchanged. (Amortization schedules attached)

SECTION II. This Agreement is conditioned on execution of a new cognovit promissory note, direct guaranty agreement, second mortgage, and security agreement.

SECTION III. This Agreement is conditioned on final approval of this Resolution by the Delaware County Board of Commissioners.

SECTION IV. Unless otherwise provided herein, the terms of any and all agreements between and among Denise E. Dunlap, 3rd Degree Tanning, and the Delaware County Board of Commissioners remain in full force and effect.

WARNING – BY SIGNING THIS PAPER YOU GIVE UP THE RIGHT TO NOTICE AND COURT TRIAL. IF YOU DO NOT PAY ON TIME A COURT JUDGMENT MAY BE TAKEN AGAINST YOU WITHOUT YOUR PRIOR KNOWLEDGE AND THE POWERS OF A COURT CAN BE USED TO COLLECT FROM YOU REGARDLESS OF ANY CLAIMS YOU MAY HAVE AGAINST THE CREDITOR WHETHER FOR RETURNED GOODS, FAULTY GOODS, FAILURE ON HIS PART TO COMPLY WITH THE AGREEMENT, OR ANY OTHER CAUSE. (Sec. 2323.13, O.R.C.)

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 09-919

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0729A, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0729:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0729A, memo transfers in batch numbers MTAPR0729 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R0905434	SMOKY ROW CHILDRENS CENTER INC	DAY CARE	22411610 - 5348	\$10,000.00	0001
R0905572	OHIO EPA	PERMIT TO INSTALL FOR CHESHIRE ELEMENTARY SEWER	66690415 - 5415	\$12,415.78	0001
R0905658	NORTHWOODS CONSULTING PARTNERS INC	MAINTENANCE RENEWAL	22411601 - 5325	\$53,638.00	0001

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R0905699	DATA TRANSFER SOLUTIONS LLC	VERIFICATION OF ADDRESS INVENTORY AND GEO	21411306 - 5301	\$31,498.89	0001
R0905418	SKYLINE SEALANTS	COURT HOUSE EXTERIOR WORK	40111402-5268	\$13,100.00	0001

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09-920

IN THE MATTER OF CANCELING THE THURSDAY AUGUST 20, 2009 COMMISSIONERS' SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to cancel the Thursday August 20, 2009 Commissioners' Session.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 09-921

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Juvenile Court is requesting that Judge Spicer attend an American Judges Association Meeting in Las Vegas, Nevada September 13-18, 2009, at the cost of \$1,699.64 (Fund Number 27826325-5305).

The Engineer's Office is requesting that Bill Raeuchle, Chris McGrew and Josh Hall attend an Allison Diagnostic Training Course in Columbus, Ohio August 18-19, 2009, at no cost.

The Engineer's Office is requesting a \$475.00 registration amendment for Nate Meyer to attend a Work Zone Traffic Control Safety Course in Danbury, Connecticut October 25-28, 2009; (Fund Number 29214001).

The Commissioners Office is requesting that Ken O'Brien and Tommy Thompson attend the CCAO/OSU Extension Summer Conference in Wadsworth, Ohio August 19-21, 2009, at the cost of \$780.00 (Fund Number 10011102).

The Child Support Enforcement Agency is requesting that Matthew Smith attend Hearing Officer Training in Knox County August 6, 2009, at no cost.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 09-922

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE RAILROAD TASK FORCE:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

Transfer of Appropriation

From	To	
10011313-5201	10011313-5313	
Railroad Task Force/Office Supplies	Railroad Task Force/Printing Services	\$ 500.00

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09-923

9:45AM OPENING THE PUBLIC HEARING FOR THE POSSIBLE ISSUANCE BY THE COUNTY OF HAMILTON, OHIO OF APPROXIMATELY \$30,000,000 IN PRINCIPAL AMOUNT OF HEALTHCARE FACILITIES IMPROVEMENT AND REFUNDING REVENUE BONDS (EPISCOPAL RETIREMENT HOMES), SERIES 2009:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to open the hearing at 9:45AM.

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Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09-924

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR THE POSSIBLE ISSUANCE BY THE COUNTY OF HAMILTON, OHIO OF APPROXIMATELY \$30,000,000 IN PRINCIPAL AMOUNT OF HEALTHCARE FACILITIES IMPROVEMENT AND REFUNDING REVENUE BONDS (EPISCOPAL RETIREMENT HOMES), SERIES 2009:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to close the hearing at 9:47AM.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 09-925

RESOLUTION GIVING APPLICABLE ELECTED REPRESENTATIVE APPROVAL WITH RESPECT TO ISSUANCE OF COUNTY OF HAMILTON, OHIO HEALTHCARE FACILITIES IMPROVEMENT AND REFUNDING REVENUE BONDS (EPISCOPAL RETIREMENT HOMES), SERIES 2009:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

WHEREAS, the Hamilton County Hospital Commission, is authorized pursuant to Section 339.15 and Chapter 140, Ohio Revised Code, to issue hospital revenue bonds of the County of Hamilton, Ohio ("Hamilton County"); and

WHEREAS, the Hamilton County Hospital Commission proposes to issue Healthcare Facilities Improvement and Refunding Revenue Bonds (Episcopal Retirement Homes), Series 2009 (the "Bonds"), on behalf of Hamilton County, in an amount not to exceed \$30,000,000, for the purpose of, together with other available moneys, (i) reimbursing Episcopal Retirement Homes, Inc., an Ohio non-profit corporation (the "Corporation") for funds it has advanced to either construct cottages at the Deupree Campus (3939 Erie Avenue, Cincinnati, Ohio 45208) or make capital improvements to Marjorie P. Lee Campus (3550 Shaw Avenue, Cincinnati, Ohio 45208) (together, the "2009 Project") (in an approximate amount of \$6,000,000), and (ii) refunding Hamilton County's Variable Rate Demand Healthcare Facilities Improvement and Refunding Revenue Bonds (Episcopal Retirement Homes, Inc.), Series 2005 (the "Series 2005 Bonds") (in an approximate amount of \$24,000,000); and

WHEREAS, the Series 2005 Bonds refunded Hamilton County's bonds, a portion of which was used to purchase land in Delaware County, Ohio; and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires that prior to their issuance, the Bonds must be approved by the "applicable elected representative" (as defined in such Section 147(f) of the Code) of the political subdivision in which any portion of the projects financed or refinanced with Bond proceeds is located; and

WHEREAS, this Board of County Commissioners is the "applicable elected representative" of the County of Delaware, Ohio; and

WHEREAS, on July 30, 2009, after due publication of notice, a public hearing was held by this Board with respect to the issuance of the Bonds and no one appeared in opposition to the issuance of the Bonds or the 2009 Project;

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

SECTION 1. That this Board, as the "applicable elected representative" of the County of Delaware, Ohio for purposes of Section 147(f) of the Code, hereby approves the issuance of the Bonds in the maximum principal amount of \$30,000,000 pursuant to Section 339.15 and Chapter 140, Ohio Revised Code. The proceeds of the Bonds would be used for the purposes set forth in the preambles hereto. The primary user of the 2009 Project and the projects financed and refinanced by the Series 2005 Bonds is presently anticipated to be the Corporation, an Ohio nonprofit corporation.

SECTION 2. That this resolution does not constitute a finding by the Board as to the compliance or noncompliance by the Hamilton County Hospital Commission with any legal requirements imposed upon it in connection with the issuance of the Bonds.

SECTION 3. The Bonds shall not constitute general obligations debt, bonded indebtedness or obligations of any kind of the County of Delaware, Ohio and none of the officials of the County of Delaware, Ohio or any of the members of the Board of County Commissioners of the County of Delaware, Ohio or their

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officers or employees shall be liable in their personal capacities on the Bonds the related bond proceedings, other agreements or contracts related thereto.

SECTION 4. That it is found and determined that all formal actions of this Board concerning and relating to the passage of this resolution were passed in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements including Section 121.22, Ohio Revised Code, and the rules of this Board in accordance therewith.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 09-926

IN THE MATTER OF AWARDING A BID AND APPROVING A CONTRACT WITH SHELLY AND SANDS, INC. FOR IMPROVEMENTS TO CARTER'S CORNER ROAD OVER LITTLE WALNUT CREEK:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

**Carter's Corner Road Over Little Walnut Creek
Bid Opening of July 21, 2009**

WHEREAS, as the result of the above referenced bid opening, The Engineer recommends that a bid award be made to Shelly and Sands, Inc. of Columbus, Ohio, the low bidder for the project. A copy of the bid tabulation is available for your information, and

WHEREAS, also available are two copies of the Contract with Shelly and Sands for your approval. The Engineer has received all required documentation (Certification/Affidavit in Compliance with ORC Section 3517.13, Declaration Regarding Material Assistance/Non-assistance to a Terrorist Organization Form) for the approval of this contract, and

WHEREAS, the Engineer recommends approval of the following contract with Shelly and Sands, Inc;

NOW THEREFORE BE IT RESOLVED, that the Delaware County Board of Commissioners approve the following contract with Shelly and Sands, Inc:

CONTRACT

THIS AGREEMENT is made this 30th day of July, 2009 by and between Shelly and Sands, Inc, hereinafter called the "Contractor" and the Delaware County Commissioners, hereinafter called the "Owner".

Shelly and Sands, Inc
1515 Harmon Ave.
PO Box 2469
Columbus, Ohio 43223-2469

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 named "DEL-CR-33-06.30, Carter's Corner Road over Little Walnut Creek", 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 *Five Hundred Twenty-Eight Thousand Dollars and Twenty Cents (\$ 528,000.20)*, 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

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- 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. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 09-927

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

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following work permits:

Whereas, The Below Requests To Perform Work Within The Right Of Way Have Been Reviewed And Approved By The Delaware County Engineer;

Now Therefore Be It Resolved, That The Following Permits Are Hereby Approved By The Board Of Delaware County Commissioners :

Permit #	Applicant	Location	Type of Work
U09-047	TIME WARNER	HIGHLAND LAKES AVE	ROAD BORE
U09-048	TIME WARNER	OWENFIELD DR	ROAD BORE
U09-049	TIME WARNER	N. HAMPTON DR	ROAD BORE
U09-050	SUBURBAN NATURAL GAS	MARIGOLD ST.	INSTALL GAS MAIN
U09-051	CONSUMERS GAS	GORSUCH RD	ROAD BORE
U09-052	DEL-CO WATER	LIBERTY RD	ROAD BORE
U09-053	LEVEL 3	S. OLD STATE RD	INSTALL CONDUIT

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 09-928

IN THE MATTER OF APPROVING REAL ESTATE PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND SELLERS JAMES A. BLUE JR., CLARA J. BLUE & PAULA L. BLUE FOR SAWMILL PARKWAY:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following:

WHEREAS, the Engineer recommends approval of the following contract;

NOW THEREFORE BE IT RESOLVED, that the Delaware County Board of Commissioners approve the following contract.

REAL ESTATE PURCHASE CONTRACT

This contract is entered into on this 30th day of July, 2009 by and between James A. Blue, Jr. and Clara J. Blue, his wife & Paula L. Blue, a widow and not remarried, whose address is 1564 Bunty Station Road, Delaware, Ohio 43015, hereinafter referred to as SELLERS, and the Board of Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter referred to as BUYER.

The undersigned BUYER agrees to buy and the undersigned SELLER agrees to sell, upon the terms hereinafter set forth, the following real estate located in the State of Ohio, County of Delaware, and TOWNSHIP OF LIBERTY and being more particularly described as follows:

- 1) EXHIBIT "A-PARCEL 68-WL" ATTACHED HERETO AND MADE A PART HEREOF CONTAINING 3.228 ACRES, MORE OR LESS, 1.479 ACRES WITHIN FARM LOT 1, PIN: 419-310-01-005-000 AND 1.749 ACRES WITHIN FARM LOT 2, PIN: 419-310-01-006-000.
- 2) EXHIBIT "B-PARCEL 68-EV" CONTAINING 5.357 ACRES, MORE OR LESS AND BEING WITHIN FARM LOT 2, PIN: 419-310-01-006-000.

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3) EXHIBIT "C-PARCEL 72-WL" CONTAINING 6.223 ACRES, MORE OR LESS A PART OF PIN: 419-310-01-007-000.

4) EXHIBIT "D-PARCEL 72-EV" BEING 1.008 ACRES, MORE OR LESS, AND BEING A PART OF PIN: 419-310-01-007-000.

5) EXHIBIT "E-PARCEL 68-T" BEING A TEMPORARY EASEMENT FOR THE PURPOSE OF PERFORMING THE WORK NECESSARY TO CONSTRUCT DRIVEWAY BEING A PART OF FARM LOT 1 CONTAINING 0.156 ACRES, MORE OR LESS, IN PART OF PIN: 419-310-01-005-000.

1. ON THE FOLLOWING TERMS:

(a) Purchase price shall be \$469,605.00 CASH AT CLOSING.

(b) Buyer shall be responsible for any and ALL CAUV RECOUPMENT on all tracts accrued.

(c) Seller shall retain a RIGHT OF ENTRY over and through the original 7.209 acres now surveyed into two separate tracts consisting of a 6.223 acre tract and a 1.008 acre tract totaling 7.231 acres, more or less, identified as PIN: 419-310-01-007-000 AND Seller shall furthermore also retain a RIGHT OF ENTRY and occupancy over the eastern portion of the 3.228 acre tract that is more particularly described in Exhibit A as being 1.479 acres within Farm Lot 1 PIN: 419-310-01005-004, in order to have access to the remainder of the 20.330 acres, more or less, of vacant land (PIN # 419-310-01-005-000) until such time that the County constructs a permanent 60 foot right of way access to the remainder of the 20.330 acre parcel. Buyer shall provide Seller recorded Right of Way Plan detailing planned access that would provide entry to Seller's remaining property over the property currently owned by Donald F. Askew, Jr. and Marie Askew, Stuart M. Berry, and Robert R. Hexter and Karen E. Hexter as depicted on the plat marked Exhibit "A-1" and furthermore is described as Exhibit "F" being Parcel 68-T identified as "temporary easement" for the purpose of performing the work necessary to construct a driveway. Buyer will construct a common access driveway that the County will construct to the then existing County Standards of Construction at no cost to this Seller. Construction of Access to the remaining 18.854 acre, more or less, via 75-SH, as depicted on the attached Sawmill Parkway Extension DEL CR 609-5.38 PHASE "D", SHALL BE COMPLETED PRIOR TO Delaware County issuing a thirty (30) day Notice to Vacate Letter to the Sellers, and termination of the Right of Entry over the original 7.209 acres.

(d) Seller shall retain the right to remove and salvage any and all portions of the barn on the 7.209 acre tract (PIN: 419-310-01-007-000) prior to closing and furthermore, Seller shall continue to have salvage rights and the right to remove any and all items whether affixed to the property or not on this parcel for up to twelve (12) months after the date of closing. Seller shall have the right to remove any and all of the barn, gates, fences, or other fixtures. Buyer shall be solely responsible to remove any and all other remaining portions of the barn or other items left after salvage has been completed by the Seller within the time period allotted.

(e) Buyer shall pay cost of deed preparation, Buyer has elected not to purchase title insurance, and any other closing costs shall be paid by BUYER.. Seller shall pay their Attorney Fees.

(f) Seller is NOT REQUIRED to deliver to Buyer at time of acceptance a Residential Property Disclosure Form pursuant to ORC 5302.30 because this is NOT Residential Property. Also no Lead Base Paint Disclosure Form is required to be provided.

(g) Buyer is furthermore made fully aware that the subject property being sold has three (3) separate drainage maintenance accounts and drainage maintenance easements filed of record.

(h) This contract is contingent upon Seller's and Buyer's attorney approval within five (5) business days after acceptance.

2. DEED: Seller shall convey to Buyer marketable title in fee simple by transferable and recordable general warranty deed, with release of dower, if any, or fiduciary deed, as appropriate, free and clear of all liens and encumbrances not excepted by this contract, and except the following:

3. TAXES AND ASSESSMENTS: At closing, Seller shall pay or credit on purchase price all delinquent taxes, including penalty and interest, all assessments which are a lien on the date of contract. BUYER SHALL BE RESPONSIBLE FOR ALL agricultural use tax recoupments for years prior to closing and a portion of such taxes and agricultural use tax recoupments for year of closing prorated through date of closing and based on a 365 day year and, if undetermined, on most recent available tax rate and valuation, giving effect to applicable exemptions, recently voted millage, change in valuation, etc., whether or not certified.

Seller warrants that no improvements or services (site or area) have been installed or furnished, or notification received from public authority or owner's association of future improvements of which any part of the costs may be assessed against the real estate, except the following: (None, if nothing inserted)

4. FIXTURES AND EQUIPMENT: SEE TERMS OF CONTRACT UNDER PARAGRAPH 1(d) above.

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5. PROPERTY INSPECTION AND TEST: Seller shall cooperate in making the property reasonably available for inspection(s) and test(s) described in 5A, 5B, 5C and 5D. BUYER shall be responsible for the repair(s) of any damage caused by their inspection(s) and test(s); repairs shall be timely completed in a workman-like manner at Buyer's expense.

5A. BUYER, at Buyer's expense, shall have 20 days (Not applicable if number of days is not inserted) after acceptance hereof to have the property and all improvements, fixtures, and equipment inspected and tested and any other environmental inspection(s) and/or test(s) completed.

5B. BUYER, if BUYER so Elects, at BUYER'S expense, shall have 10 days prior to closing to have the property inspected for wood destroying insects and furnish a report on FHA/VA approved form by an Ohio Certified Pest (Termite) Control Applicator; AND if BUYER also so Elects, to secure a gas line warranty for each gas meter with a written guaranty from a gas line repair company or licensed plumber.

5C. Buyer, at Buyer's expense, shall have days (Not applicable if number of days is not inserted) after acceptance hereof to have the septic and well system inspected by a local health authority or State EPA approved laboratory of Buyer's choosing. Buyer shall pay the cost of such septic and well inspection.

5D. If BUYER is not, in good faith, satisfied with the condition of the property as disclosed by the inspection(s) and test(s) provided for in paragraph 5A, 5B, and 5C above, Buyer may elect to do one of the following:

i) within the time period specified above, deliver to Seller or Seller's agent a written request that the Seller remedy any unsatisfactory conditions, along with a written copy of the inspection(s) and test(s) specifying said unsatisfactory conditions and in the event that Buyer and Seller do not reach an agreement regarding remedying the unsatisfactory conditions within the time period specified above, then unless Buyer, in writing waives such request prior to the expiration of such period, this contract shall terminate OR

ii) within the time period specified above, terminate this contract by delivering written notice of such termination to Seller or Seller's agent, along with a written copy of such inspection(s) and test(s), which notice and report(s) shall specify the unsatisfactory conditions. Failure of Buyer to so deliver written notice constitutes a waiver of Buyer's right to terminate pursuant to this provision.

IT IS NOT THE INTENT OF THIS PROVISION TO PERMIT THE BUYER TO TERMINATE THIS AGREEMENT FOR COSMETIC OR NON-MATERIAL CONDITIONS.

6. CLOSING AND POSSESSION: This contract shall be performed and this transaction closed on or before AUGUST 31, 2009 unless the parties agree in writing to an extension. Seller is entitled to possession through date of closing. At the time Seller delivers possession, the property will be in the same condition as the date of acceptance of this contract, normal wear and tear excepted; and all debris and personal property not included in this contract shall be removed by Seller.

8. DAMAGE AND DESTRUCTION OF PROPERTY: Risk of loss to the real estate and appurtenances shall be borne by SELLER, if any property covered by this contract shall be substantially damaged or destroyed before this transaction is closed, Buyer shall proceed with the transaction and purchase said property.

9. DEPOSIT: Buyer has deposited the sum receipted for below, which shall be returned to Buyer, upon Buyer's request, if no contract shall have been entered into. Upon acceptance of this contract by both parties, the funds shall be deposited in with SELLER'S Attorney Trust Account to be disbursed as follows: (a) deposit shall be applied on purchase price or returned to Buyer when transaction is closed; (b) if Seller fails or refuses to perform, or any contingency is not satisfied or waived, the deposit shall be returned; (c) if Buyer fails or refuses to perform, this deposit shall be retained by Seller. If the parties are unable to agree upon the disposition of the deposit, then upon the request of either Buyer or Seller for the return or payment of the deposit, the Seller holding the deposit shall give written notice to the other party of such request, and shall advise the other party that such deposit shall be returned or paid in accordance with such request unless the other party delivers written objection thereto within 20 days after receipt of such notice. If the Seller does not receive any written objection within such 20-day period, then the Seller shall return or pay such deposit in accordance with such request. If the other party objects in writing within such 20-day period, Seller shall retain the deposit until (i) Buyer and Seller have settled the dispute; (ii) disposition has been ordered by a final court order; or (iii) Seller deposits said amount with a court pursuant to applicable court procedures. The return or payment of such deposit shall not in any way prejudice the rights of Seller or Buyer in any action for damages or specific performance.

10. MISCELLANEOUS: Buyer has examined all property involved and, in making this offer, is relying solely upon such examination with reference to the condition, character and size of land and improvements and fixtures, if any. This contract constitutes the entire agreement and there are no representations, oral or written, which have not been incorporated herein. Time is of the essence of all provisions of this contract. All provisions of this contract shall survive the closing. In compliance with fair housing laws, no party shall in any manner discriminate against any Buyer or Buyers because of race, creed, sex or national origin.

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11. DMA FORM STATEMENT: Seller 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, SELLER agrees to make such certification by completing the declaration of material assistance/no assistance described in R. C. 2903.33(A) and understands that this CONTRACT 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 CONTRACT and by this reference made a part of this CONTRACT.

12. FINDINGS FOR RECOVERY: SELLER certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

13. DURATION OF OFFER: This offer shall be open for acceptance to 5:00 P. M on July 27, 2009.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09-929

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve the following:

The Director of the Child Support Enforcement Agency recommends to hire Cynthia Sprague as the Administrative Coordinator for the Child Support Enforcement Agency; effective date August 10, 2009.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 09-930

IN THE MATTER OF APPROVING A CONTRACT WITH MASTER MAINTENANCE LLC. FOR ITB #09-01 JANITORIAL SERVICES FOR DELAWARE COUNTY, OHIO:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

WHEREAS, the Facilities Supervisor recommends approval of the following contract with Master Maintenance LLC;

NOW THEREFORE BE IT RESOLVED, that the Delaware County Board of Commissioners approve the following contract with Master Maintenance LLC.

**Delaware County Board of Commissioners
Contract**

This Contract made by and between:

**Master Maintenance LLC
6200 Wilcox Road
Dublin, OH 43016**

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

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

ARTICLE 1

1.1 The Contractor shall provide the services as described in the invitation to bid (ITB), which is attached hereto as Exhibit "A", and as necessary to produce the results intended by the Bid Documents for:

**ITB #09-01 Janitorial Services
For Delaware County, Ohio
All Locations**

ARTICLE 2

2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the bid documents, an estimated annual value of Forty One Thousand Four Hundred Eighty Four dollars (\$41,484.00), based upon the unit pricing set forth in the proposal, submitted by the Contractor and opened on June 15, 2009.

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

ARTICLE 3

3.1 The original term of this contract shall be for Two (2) years, beginning August 1, 2009, and ending July 31, 2011.

3.2 The Delaware County Board of Commissioners may, at its sole option, terminate this Contract with the contractor upon thirty (30) days written notice of its intent to do so. Furthermore, it is understood and agreed that should the contractor fail to provide the quality of good and/or service(s) as specified in the bid instructions, such failure shall constitute a breach of this Contract. Upon a breach of the Contract, the Delaware County Board of Commissioners may, at its sole option, terminate this Contract with the contractor effective immediately upon written notice of its intent to do so.

ARTICLE 4

4.1 This Contract shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein, and made a part hereof. This Contract, along with all documents incorporated by reference, 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.

4.2 The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

4.3 If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.

4.4 To the fullest extent permitted by law, the Contractor shall indemnify, save and hold the Delaware County Board of Commissioners, its officers, agents, servants, and employees free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the Contractor's performance of this Contract. The Contractor shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Delaware County Board of Commissioners by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees. No employee of the Contractor shall at any time be considered an agent or employee of the Delaware County Board of Commissioners.

4.5 Insurance:

4.5.1 General Liability Coverage: Contractor shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence with an annual aggregate of not less than \$2,000,000, including coverage for subcontractors, if any.

4.5.2 Automobile Liability Coverage: Contractor shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles.

4.5.3 Workers' Compensation Coverage: Contractor shall maintain workers' compensation coverage as required by the laws of the State of Ohio.

4.5.4 Additional Insureds: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Contract in the policies required by Subsection 4.5.

4.5.5 Proof of Insurance: Prior to the commencement of any work under this Contract, Contractor shall furnish the County with properly executed certificates of insurance for all insurance required by this Contract. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Contractor will replace certificates for any insurance expiring prior to completion of work under this Contract.

4.6 No waiver of breach of any provision of this Contract shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Contract or any other provision hereof. No term or provision of

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this Contract shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

4.7 For all services being provided under this Contract, the Delaware County Board of Commissioners shall have the right and Contractor agrees to allow the inspection and examination of any and all books, accounts, invoices, records, writings, or documentation of any type and in any form which it maintains in relation to performing said services

4.8 The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.

4.9 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 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.

4.10 Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

4.11 Contractor 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, Contractor agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Contract 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 Contract and by this reference made a part of this Contract.

ARTICLE 5

5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract shall be valid and enforceable unless the Delaware County Auditor first certifies funds are available.

5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Delaware County Board of Commissioners.

ARTICLE 6

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

Further Be It Resolved, that the Commissioners approve the following purchase order request:
Master Maintenance LLC (10011105-5325) in the amount of \$9,000.00

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 09-931

IN THE MATTER OF ADOPTING NEW RATES AT THE DELAWARE COUNTY SOLID WASTE TRANSFER FACILITY:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to adopt the following:

WHEREAS the Board of County Commissioners of Delaware County owns a solid waste transfer state for the purposes of providing solid waste transfer services to the citizens of Delaware County, and

WHEREAS the Delaware County Transfer Station must follow regulations established by the Ohio

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Environmental Protection Agency (OEPA), and

WHEREAS the OEPA establishes a State fee for waste delivered to the Solid Waste Transfer Station, and

WHEREAS, the County contracts with Central Ohio Contractors for the operation of the Solid Waste Transfer Station and disposal of municipal solid waste (MSW) and Construction & Demolition Debris (CD&D), and

WHEREAS the transfer station contractor is required to collect all State, solid waste district, and landfill fees (AKA “pass through” fees) for all MSW and CD&D delivered to the Transfer Station, and

WHEREAS the service agreement between the County and Central Ohio Contractors allows for rate increases to the “pass through fees” as they are increased by the respective controlling agencies, and

WHEREAS the Ohio Environmental Protection Agency increased their fees on municipal solid waste from \$ 3.50 to \$4.75 per ton, effective August 1, 2009.

NOW THEREFORE BE IT RESOLVED, that the Delaware County Board of County Commissioners does hereby adopt the following disposal rates at the Delaware County Solid Waste Transfer Station effective August 1, 2009.

DELAWARE COUNTY SOLID WASTE TRANSFER STATION RATES

Item	Current Rate	August 1, 2009 Rate
Commercial and Non Commercial Users		
Municipal Solid Waste	\$47.16/ton	\$48.53/ton
Construction and Demolition Debris	\$36.84/ton	\$36.84/ton
Minimum Charge - Non Commercial:		
Municipal Solid Waste	\$16.05/cubic yard	\$16.18/cubic yard
Construction and Demolition Debris	\$12.30/cubic yard	\$12.30/cubic yard
Miscellaneous Charges:		
Car & Pickup Tire	\$6.50 each	\$6.50 each
Semi-Truck Tire	\$12.00 each	\$12.00 each
Tractor Tire	\$28.50 each	\$28.50 each
Hot Water Heater	\$0.00 each	\$0.00 each
Large Appliance	\$0.00 each	\$0.00 each

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

RESOLUTION NO. 09-932

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve the following:

The Director of 911 Communications recommends accepting the resignation of Kristy Grachek, a Telecommunications Officer II, with the 911 Department; effective July 27, 2009

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

COMMISSIONERS' COMMITTEES REPORTS

Refer to CD minutes for entire record

Commissioner O'Brien

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None

Commissioner Hanks
None

Commissioner Thompson
Open House for Kiddie Academy

RESOLUTION NO. 09-933

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 PENDING OR IMMINENT LITIGATION:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn into Executive Session at 10:05AM.

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Hanks Aye

RESOLUTION NO. 09-934

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn out of Executive Session at 10:43AM.

Vote on Motion Mr. Hanks Aye Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 09-935

IN THE MATTER OF ADJOURNING THE MEETING:

It was moved by Mr. O'Brien, seconded by Mr. Hanks to adjourn the meeting.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Hanks Aye

Todd Hanks

Ken O'Brien

Tommy Thompson