

**COMMISSIONERS JOURNAL NO. 52 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD AUGUST 31, 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**

- 9:30 AM Public Hearing #2 To Consider Using Revolving Loan Funds (Rlf) To Assist The Village Of Sunbury To Extend The Original Scope Of Work With The Off Site Infrastructure Improvements With The Kroger Shopping Center Project**
- 9:45 AM Public Hearing #2 To Consider Using Revolving Loan Funds (Rlf) To Assist The Village Of Shawnee Hills With ADA Sidewalks**

**RESOLUTION NO. 09-1063**

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

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on August 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 Abstain

**PUBLIC COMMENT**

**RESOLUTION NO. 09-1064**

**IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0828:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0828 and Purchase Orders as listed below:

| <u>Vendor</u>                 | <u>Description</u>           | <u>Account</u> | <u>Amount</u> |
|-------------------------------|------------------------------|----------------|---------------|
| <b>PO'S Decreases</b>         |                              |                |               |
| Southern St Community College | JFS Training/Tuition Program | 22311611-5348  | \$ 3,500.00   |
| Western Governor University   | JFS Training/Tuition Program | 22311611-5348  | \$ 200.00     |
| Franklin University           | JFS Training/Tuition Program | 22311611-5348  | \$ 5,000.00   |
| Bohecker College              | JFS Training/Tuition Program | 22311611-5348  | \$ 5,000.00   |
| Columbus State                | JFS Training/Tuition Program | 22311611-5348  | \$ 2,000.00   |
| Building Trades Institute     | JFS Training/Tuition Program | 22311611-5348  | \$ 6,000.00   |
| Ohio State Bar                | JFS Training/Tuition Program | 22311611-5348  | \$ 150.00     |
| Ohio State University         | JFS Training/Tuition Program | 22311611-5348  | \$ 6,000.00   |
| DACC Work Readiness           | JFS Training/Tuition Program | 22311611-5348  | \$ 15,000.00  |
| Road Master                   | JFS Training/Tuition Program | 22311611-5348  | \$ 1,000.00   |
| Certified Oil                 | JFS Program Assistance       | 22311611-5355  | \$ 600.00     |
| Brown Publishing              | JFS Advertising              | 22311611-5312  | \$ 800.00     |
| D&S                           | JFS Training/Tuition Program | 22311611-5348  | \$ 150.00     |
| Knox County Career Center     | JFS Training/Tuition Program | 22311611-5348  | \$ 2,500.00   |
| Marion Tech                   | JFS Training/Tuition Program | 22311611-5348  | \$ 3,000.00   |
| Harding Pointe                | JFS Training/Tuition Program | 22311611-5348  | \$ 600.00     |
| Healthcare Uniforms           | JFS Training/Tuition Program | 22311611-5348  | \$ 800.00     |
| University of Phoenix         | JFS Training/Tuition Program | 22311611-5348  | \$ 2,500.00   |
| Bames and Noble               | JFS Training/Tuition Program | 22311611-5348  | \$ 4,000.00   |
| Centerburg Pointe             | JFS Training/Tuition Program | 22311611-5348  | \$ 900.00     |
| Delaware Union Educational    | JFS Training/Tuition Program | 22311611-5348  | \$ 100.00     |
| <b>PO'S Increases</b>         |                              |                |               |
| Delaware Areas Career         | JFS Program                  | 22311614-5348  | \$ 1,000.00   |
| Delaware Cab                  | JFS Client Transportation    | 22411601-5355  | \$15,000.00   |
| Liberty Community             | Day Care                     | 22411610-5348  | \$35,000.00   |

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

**RESOLUTION NO. 09 -1065**

**IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:**

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

The Sheriff's Office is requesting that Stephanie Shine attend a Missing Adult and Elder Crimes Training in Canfield, Ohio August 27-28, 2009, at the cost of \$162.46 (Fund Number 29131321).

The Sheriff's Office is requesting that Joshua Clarke attend a Missing Adult and Elder Crimes Training in Canfield, Ohio August 27-28, 2009, at the cost of \$162.46 (Fund Number 29131321).

The Engineer's Office is requesting that Cathleen Paulus attend a Workplace Safety Conference in Worthington, Ohio October 27, 2009, at the cost of \$295.00 (Fund Number 29214007).

The Court of Common Pleas (Adult Court Services) is requesting that Edward Werling and Jeff Vandeborne attend Evidence Training in Columbus, Ohio October 1-2, 2009, at the cost of \$450.00. (Fund Number 25622303).

The Auditor's Office is requesting that Greg Sopczak attend a BSNUG National Conference (IFAS) in St. Louis Missouri October 6-10, 2009, at the cost of \$1,701.40. (Fund Number 20315101).

The Environmental Services Department is requesting that Chad Antle attend a Plant Operations and Lab Analysis Workshop in Columbus, Ohio September 23-24, 2009, at the cost of \$225.00. (Fund Number 66290301/66290401).

The EMS Department is requesting that Rob Farmer attend a Toughbook Mobile Solutions Seminar in Columbus, Ohio September 24, 2009, at no cost.

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

**RESOLUTION NO. 09-1066**

**IN THE MATTER OF CHANGING THE STARTING TIME FOR THE TUESDAY SEPTEMBER 8<sup>th</sup>, 2009, COMMISSIONERS' SESSION TO 9:00AM:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the time change.

Whereas, the Delaware County Board of Commissioners, meet in regular session on Mondays and Thursdays, and

Whereas, Resolution No. 09-08 states that when Monday or Thursday is a legal holiday, the Board of Commissioners shall meet at the scheduled time on the next regular working day thereafter, and

Whereas, the First Monday 7:00PM Commissioners Session for September falls on a Holiday;

Therefore Be It Resolved, That The Starting Time For The Tuesday September 8<sup>th</sup>, 2009, Commissioners' Session Be Changed to 9:00AM.

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

**RESOLUTION NO. 09-1067**

**IN THE MATTER OF CHANGING THE LOCATION OF THE MONDAY SEPTEMBER 21<sup>ST</sup>, 2009, COMMISSIONERS' SESSION TO THE DELAWARE COUNTY FAIRGROUNDS STAGE BY COLISEUM:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to approve changing the location of the Monday September 21<sup>st</sup>, 2009, Commissioners' Session to the Delaware County Fairgrounds Stage By Coliseum.

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

**RESOLUTION NO. 09-1068**

**IN THE MATTER OF CANCELING THE THURSDAY NOVEMBER 26, 2009 COMMISSIONERS' SESSION DUE TO THE THANKSGIVING HOLIDAY:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to cancel the Thursday November 26, 2009 Commissioners' Session due to the Thanksgiving Holiday.

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

**RESOLUTION NO. 09-1069**

**IN THE MATTER OF ACCEPTING AND APPROVING THE RECOMMENDATION OF THE UNION COUNTY COMMISSIONERS FOR MAINTENANCE ASSESSMENT OF 15% FOR THE OTTAWA JOINT COUNTY DITCH:**

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

Whereas, the Union County Commissioners have received a recommendation from the Union County Engineer and the Union County Soil and Water Conservation District for continuance of the Ottawa Joint County Ditch maintenance assessment at 15%, and

Whereas, the Delaware County Engineer and the Delaware County Soil and Water Conservation District recommend the continuance of the Ottawa Joint County Ditch maintenance assessment at 15% ;

Therefore Be It Resolved, that the Delaware County Commissioners accept and approve the recommendation of the Union County Commissioners and the Union County Soil and Water Conservation District for the continuance of the Ottawa Joint County Ditch maintenance assessment at 15%.

Further Be It Resolved, that the Clerk to the Delaware County Commissioners will send a certified copy of this resolution to the Union County Commissioners.

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

**PRESENTATION MAIN STREET DELAWARE, INC.**

**Refer to CD minutes for entire record**

**RESOLUTION NO. 09-1070**

**IN THE MATTER OF APPROVING AN AMENDED DITCH MAINTENANCE PETITION AND THE DITCH MAINTENANCE ASSESSMENTS FOR WEDGEWOOD PARK SECTION 1:**

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

WHEREAS, on August 26, 2009 a Ditch Maintenance Petition for the Wedgewood Park Section was filed with the Board of Commissioners of Delaware County (the "Board"); and

WHEREAS, the Petition sets forth the drainage improvements that have been or will be constructed within the subdivision; and

WHEREAS, the Petitioners have requested that the drainage improvements be accepted into the Delaware County Drainage 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; and

WHEREAS, the Petitioners represent 100% of the property owners to be assessed for maintenance related to this drainage improvement and have waived their rights to a public viewing and hearing; and

WHEREAS, based on a review of the Petition and all accompanying documents, the Board has determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program;

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

Section 1. The Board hereby grants the Petition, the Board having found and determined that the improvements satisfy all statutory criteria pursuant to Chapters 6131 and 6137 of the Revised Code and all criteria for acceptance into the Delaware County Drainage Maintenance Program.

Section 2. The Board hereby approves the maintenance assessments, in accordance with the Petition, as follows:

The cost of the drainage improvements being \$~~568,424.00~~ for the benefit of a total of 127 lots, the basis for calculating the assessment for each lot is, therefore, \$~~4,467.90~~ per lot. An annual maintenance fee equal to two percent (2%) of this basis (~~\$89.35~~) shall be collected for each lot. The basis for calculating the maintenance assessment shall be reviewed and subject to revision every six (6) years. The first year's assessment for all of the lots has

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been paid to Delaware County, receipt of which is hereby acknowledged.

Section 3. This Board finds and determines that all formal actions taken by 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 that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

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

**RESOLUTION NO. 09-1071**

**IN THE MATTER OF APPROVING PLANS, SPECIFICATIONS, ESTIMATES AND SETTING THE BID DATES FOR THE PROJECT KNOWN AS DEL-CR609-04.85 SAWMILL PKWY & ATTUCKS DR SIGNAL PROJECT:**

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

Whereas the County Engineer has prepared plans, specifications and estimates for the project, and;

Whereas the County Engineer has estimated the construction cost of the project at \$139,400.00, and;

Whereas the County Engineer recommends that the Board proceeds with construction of the project at the earliest possible date;

Now, therefore be it resolved by the Board of Commissioners that:

Section 1: The plans, specifications and estimates for the project known as DEL-CR609-04.85 Sawmill Pkwy & Attucks Dr Signal Project are hereby approved, and;

Section 2: The County Engineer is hereby authorized to advertise for and received bids on behalf of the Board in accordance with the following Invitation to Bid:

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, **until 10:00am on September 22, 2009**, at which time they will be publicly opened and read aloud, for the project known as DEL-CR609-04.85 Sawmill Pkwy & Attucks Dr Signal Project.

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "Sealed Bid For DEL-CR609-04.85". Bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost, and may be submitted with the Bid Proposal.

Copies of the plans and specifications must be obtained by bidders from the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015. Cost for each set of plans & specifications is \$20 and the cost is non-refundable. Registration with the Delaware County Engineer's Office is required to be a bidder. The Owner requires that all work associated with the project be completed before March 30, 2010. The estimated commencement of work date is October 12, 2009. This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4111 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions. No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:  
September 4, 2009  
September 11, 2009

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

**RESOLUTION NO. 09-1072**

**IN THE MATTER OF ESTABLISHING A NEW FUND AND APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE TREASURER'S OFFICE:**

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

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**Establish New Fund  
76114901**

**Real Estate Escrow**

**Supplemental Appropriation**

|               |   |             |
|---------------|---|-------------|
| 24414102-5260 | Delinquent Tax/OCR Reader/Inventoried Tools | \$ 3,200.00 |
| 24414102-5220 | Delinquent Tax/Scanning/Software            | \$ 9,800.00 |
| 24414102-5305 | Delinquent Tax/Implementation/Training      | \$ 2,500.00 |
| 24414102-5305 | Escrow Prepayment Program/Training          | \$ 2,400.00 |
| 24414102-5325 | Delinquent Tax/OCR/Maintenance Contracts    | \$ 1,907.00 |

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

**RESOLUTION NO. 09-1073**

**9:30AM- - IN THE MATTER OF OPENING THE PUBLIC HEARING #2 TO CONSIDER USING REVOLVING LOAN FUNDS (RLF) TO ASSIST THE VILLAGE OF SUNBURY TO EXTEND THE ORIGINAL SCOPE OF WORK WITH THE OFF SITE INFRASTRUCTURE IMPROVEMENTS WITH THE KROGER SHOPPING CENTER PROJECT:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to open the hearing.

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

**RESOLUTION NO. 09-1074**

**IN THE MATTER OF CLOSING THE PUBLIC HEARING # 2 TO CONSIDER USING REVOLVING LOAN FUNDS (RLF) TO ASSIST THE VILLAGE OF SUNBURY TO EXTEND THE ORIGINAL SCOPE OF WORK WITH THE OFF SITE INFRASTRUCTURE IMPROVEMENTS WITH THE KROGER SHOPPING CENTER PROJECT:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to close the hearing.

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

**RESOLUTION NO. 09-1075**

**IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY REVOLVING LOAN FUNDS (RLF) TO ASSIST IN FUNDING THE VILLAGE OF SUNBURY TO EXTEND THE ORIGINAL SCOPE OF WORK WITH THE OFF SITE INFRASTRUCTURE IMPROVEMENTS WITH THE KROGER SHOPPING CENTER PROJECT:**

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

WHEREAS, the Ohio Department of Development provides financial assistance to Delaware County under the Community Development Block Grant (CDBG) Program, and Delaware County has a Revolving Loan Fund, which is capitalized with CDBG funds, with use of these funds having a National Objective of assisting eligible low-moderate income (LMI) households; and

WHEREAS, Delaware County has established the RLF, capitalized with the payback from CDBG loans to local businesses; and

WHEREAS, the Delaware County Board of Commissioners authorize the use of the Delaware County Revolving Loan Fund (RLF) in an amount of \$500,000 on Resolution No. 07-1092 to assist the Kroger Shopping Center Project with the cost of off-site infrastructure in support of said project, and

WHEREAS, The Kroger Company constructed a 74,500 square foot store located along US 36/SR 37 /SR 3 in the Village of Sunbury which resulted in the creation of 153 new jobs, of which a minimum of 51% or 78 jobs must be provided to qualifying low-moderate income (LMI) individuals; and

WHEREAS, such assistance for public infrastructure in support of an economic development project creating significant numbers of new LMI jobs is considered a National Objective under the CDBG Program, and

WHEREAS, the project came in under the RLF amount requested from the Village in the amount of \$140,000, and

WHEREAS, The Village is requesting to use \$27,100 of the remaining RLF to extend the original scope of work at the intersection SR 3/Grandview St. and SR 3 / Miller, and

WHEREAS, the Village of Sunbury will return the unused RLF to the County in the amount of \$100,000.

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WHEREAS, the Director of the Economic Development Department recommends approval of the RLF to the Village of Sunbury.

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

Section 1. That the Delaware County Board of Commissioners authorize the use of the RLF in an amount not to exceed \$27,100 to assist the Village to extend the original scope of work with the off site infrastructure at SR 3/Grandview St. and SR 3 / Miller.

Section 2. That the unused RLF be returned to the Delaware County Commissioners to be used on other projects in the County.

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

**RESOLUTION NO. 09-1076**

**9:45AM- - IN THE MATTER OF OPENING THE PUBLIC HEARING #2 TO CONSIDER USING REVOLVING LOAN FUNDS (RLF) TO ASSIST THE VILLAGE OF SHAWNEE HILLS WITH ADA SIDEWALKS:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to open the hearing

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

**RESOLUTION NO. 09-1077**

**IN THE MATTER OF CLOSING THE PUBLIC HEARING # 2 TO CONSIDER USING REVOLVING LOAN FUNDS (RLF) TO ASSIST THE VILLAGE OF SHAWNEE HILLS WITH ADA SIDEWALKS:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to close the hearing.

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

***ON SEPTEMBER 3, 2009 THE FOLLOWING RESOLUTION WAS ACTED ON RESOLUTION NO. 09-1102 IN THE MATTER OF AMENDING RESOLUTION NO. 09-1078 (A RESOLUTION AUTHORIZING THE USE OF THE DELAWARE COUNTY REVOLVING LOAN FUND (RLF) TO ASSIST THE VILLAGE OF SHAWNEE HILLS WITH ADA SIDEWALKS) AS FOLLOWS:***

**RESOLUTION NO. 09-1078**

**A RESOLUTION AUTHORIZING THE USE OF THE DELAWARE COUNTY REVOLVING LOAN FUND (RLF) TO ASSIST THE VILLAGE OF SHAWNEE HILLS WITH ADA SIDEWALKS:**

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

WHEREAS, the Ohio Department of Development provides financial assistance to Delaware County under the Community Development Block Grant (CDBG) Program, and Delaware County has a Revolving Loan Fund, which is capitalized with CDBG funds, with use of these funds having a National Objective of assisting eligible low-moderate income (LMI) households; and

WHEREAS, Delaware County has established the RLF, capitalized with the payback from CDBG loans to local businesses; and

WHEREAS, the Village of Shawnee Hills plans to install sidewalks on the east side of SR 745, which is a very busy state highway with much truck traffic, and

WHEREAS, the Village of Shawnee Hills is requesting assistance from the County's RLF to install ADA curbs and ramps to the new sidewalks on SR 745 in the amount up to \$25,000, AND

WHEREAS, the sidewalks and ADA curbs and ramps would promote safe pedestrian traffic to the businesses.

Whereas, the Director of the Economic Development Department recommends approval of the RLF to assist the Village of Shawnee Hills with the ADA curbs and ramps.

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

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Section 1. The Delaware County Commissioners authorize the use of the Delaware County RLF in a total amount up to and not to exceed \$25,000, to assist the **Village of Shawnee** with ADA curbs and ramps on SR 745.

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

**RESOLUTION NO. 09-1079**

**IN THE MATTER OF APPROVING TRANSFER OF FUNDS AND SUPPLEMENTAL APPROPRIATIONS FOR THE PROSECUTOR'S OFFICE VOCA GRANT:**

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

**Supplemental Appropriation**

|               |                                 |    |        |
|---------------|---------------------------------|----|--------|
| 10011102-5850 | Comm General/Short Term Advance | \$ | 477.82 |
| 10011102-4650 | Comm General/Short Term Revenue | \$ | 477.82 |
| 23612302-5850 | VOCA/Short Term Advance         | \$ | 477.82 |
| 23612302-4650 | VOCA/Short Term Revenue         | \$ | 477.82 |

**Transfer of Funds**

| <b>From</b>                     | <b>To</b>               |    |        |
|---------------------------------|-------------------------|----|--------|
| 10011102-5850                   | 23612302-4650           | \$ | 477.82 |
| Comm General/Short Term Advance | VOCA/Short Term Revenue |    |        |

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

**RESOLUTION NO. 09-1080**

**IN THE MATTER OF APPROVING PERSONNEL ACTIONS:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to end the probationary period and approve the end-of-probationary pay raise for the following:

The Director of Environmental Services recommends to end the probationary period and approval of the end-of-probationary pay raise for Mark Chandler, an Operations Supervisor with the Regional Sewer District; effective date August 31, 2009.

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

**RESOLUTION NO. 09-1081**

**IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND P. D. PAYKOFF TRUCKING CO., LLC. FOR CAKE BIOSOLIDS CONVEYANCE AND LAND INCORPORATION SERVICES (DCRSD 09-02 BID ITEMS 2A, 2B, 3A, AND 3B):**

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

WHEREAS the Division of Environmental Services has solicited bids for DCRSD 09-02: Cake Biosolids Conveyance and Land Incorporation Services, and

Whereas P. D. Paykoff Trucking Co., LLC. has been identified as the lowest and best bidder for Bid Items 2A, 2B, 3A, and 3B, and

WHEREAS the Board of Commissioners has awarded Bid Items 2A, 2B, 3A, and 3B, to P. D. Paykoff Trucking Co., LLC. of Lewis Center, Ohio via Resolution 09-861, and

WHEREAS P. D. Paykoff Trucking Co., LLC. of Lewis Center, Ohio has submitted the necessary paperwork as required by the Contract Documents, and

WHEREAS County staff has evaluated the submitted documents and has found them to be in accordance with the requirements of the Contract Documents, and

Whereas County staff recommends executing an agreement with P. D. Paykoff Trucking Co., LLC. of Lewis Center, Ohio to provide the services as delineated in DCRSD 09-02 Bid Items 2A, 2B, 3A, and 3 B.

THEREFORE be it resolved that the Board of County Commissioners execute an agreement with P. D. Paykoff Trucking Co., LLC. of Lewis Center, Ohio to provide the services as delineated in DCRSD 09-02 Bid Items 2A, 2B, 3A, and 3B.

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FURTHERMORE Let it be resolved that the Board of County Commissioner's approve the following purchase order to P. D. Paykoff Trucking Co.,LLC:  
     \$20,000.00 from 66290303 -5380  
     \$5,000.00 from 66290403 - 5380

**SERVICE AGREEMENT**

**THIS AGREEMENT** is made and entered into at Delaware, Ohio, on the date(s) set forth at the end hereof, by and between the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO**, 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter referred to as the "Board," and P.D. Paykoff Trucking Co., LLC of 2779 Peachblow Road Lewis Center, OH 43035 hereinafter referred to as the "Contractor." In consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

**WITNESSETH:**

WHEREAS, the Board is desirous of securing the Work referred to in Exhibit "A" and as specified herein, and

WHEREAS, the Contractor is qualified, experienced and willing to perform Work as described herein, when there is an Agreement specifying the rights and duties of each party; and

WHEREAS, the Board and the Contractor mutually desire to perform the obligation embodied in Exhibit "A" and as set forth herein.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and agreements hereinafter set forth, the parties to this Agreement, with intent to be legally bound, agree as specified in Exhibit "A" and as follows:

**ARTICLE ONE: THE WORK**

The Contractor agrees to furnish all labor, equipment, materials and supplies necessary to perform the hauling of cake biosolids from the Olentangy Environmental Control Center (OECC) and or the Alum Creek Water Reclamation Facility (ACWRF) to the Crawford County Landfill and or Price Farms Organics as delineated herein. The term "Work" as used here in means the performance of all services and the provision of all labor, materials, equipment or supplies as detailed in Exhibit A for **Cake Biosolids Conveyance and Land Incorporation Services (Bid No. DCSR09-02) Bid Items 2A, 2B, 3A, and 3B** which is made a part hereof as if fully rewritten herein and as awarded to the Contractor via County Commissioner's Resolution 09-861. The Contractor shall conduct the Work in accordance with this agreement. The Contractor acknowledges that his company is competent in the execution of the Work as contemplated herein.

**ARTICLE TWO: SCHEDULE OF PAYMENTS**

The Board and Contractor agree that price per wet ton delivered to the specified disposal sites and as stipulated in the Exhibit A will be used to invoice the Board for all work performed through this agreement. The basis of payment will be wet tons delivered as measured by the scales at the specified disposal site. The Contractor agrees that the above referenced invoices shall be supplied to the Division of Environmental Services within ten (10) calendar days after the end of each month. Such invoices shall be accompanied by waivers, releases or other such documentation as would indicate that any claims, liens or claims of liens of any subcontractors of any tier, laborers or material suppliers, from any source used by the Contractor, to the extent applicable, have been satisfied. The submitted invoices shall be sufficiently detailed as required by the Board. The Board shall have no obligation to pay or to see to the payment of money to any subcontractor of any tier except as may otherwise be required by law. The Board shall not be responsible for expenses attributable to the errors or neglect of the Contractor.

**ARTICLE THREE: STANDARD OF PERFORMANCE**

The Contractor agrees to comply with all laws, ordinances and regulations of the County, Township, City or State of Ohio that may be applicable to its operation hereunder. Operation shall be rendered in a clean, sanitary, neat, courteous and efficient manner and Contractor will instruct its employees accordingly. In the event Contractor is found to be in violation of laws, regulations, permits or license applicable to said operation as adopted by any legal body (county, township, state) or as may be ruled by a court of competent jurisdiction and said violations are not corrected in immediately, unless the time for correction is extended in writing by the Board for reasonable cause, the Board shall have the right to void this Agreement upon written notice to the Contractor to this effect without penalty to the Board or appeal by the Contractor. Contractor shall perform all work and disposal of all debris and or waste according to accepted modern standards, including any applicable government rules, regulations or license requirements under the supervision of an experienced person to be named by the contractor. Contractor shall be responsible for all spills and or biosolids deposited from the Contractor's container on public and or private roads after exiting the loading facility at each treatment plant. Contractor will cause all spills caused by the Contractor's negligence, failures, and or errors by personnel and or equipment to be immediately remedied and cleaned up. All costs associated with the cure of spills as delineated above are the entire responsibility of the Contractor. Contractor shall report all spills to the Director of Environmental Services, the OEPA, and the health department of the county that the incident occurred in.



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**ARTICLE FOUR: CONFLICT OF INTEREST**

This Agreement in no way precludes, prevents, or restricts the Contractor from obtaining and working under an additional contractual arrangement(s) with other parties aside from the Board, assuming that such other contractual work in no way impedes the Contractor's ability to perform the services required under this Agreement. The Contractor hereby represents warrants and agrees that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any agreement which will impede its ability to perform the required services under this Agreement.

**ARTICLE FIVE: ASSIGNMENTS**

The parties expressly agree that this Agreement shall not be assigned by the Contractor without the prior written approval of the Board, which approval may be withheld in the sole discretion of the Board.

**ARTICLE SIX: GOVERNING LAW**

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of The State of Ohio. Any and all legal disputes shall be filed in and heard before the Courts of Delaware County, Ohio.

**ARTICLE SEVEN: INTEGRATION AND MODIFICATION**

This instrument embodies the entire agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Agreement. Also, this Agreement shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Agreement.

**ARTICLE EIGHT: SEVERABILITY**

If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**ARTICLE NINE: TERMINATION**

The Board may terminate this Agreement in the event that the Board is of the opinion that the Contractor is carrying out the terms of this Agreement in an unreasonable, unprofessional, unworkmanlike, or untimely manner. Said termination for this particular reason shall be immediate unless otherwise extended by the Board. The Board, in its sole discretion, may allow the Contractor to cure the reason for the termination provided the cure of the reason is accomplished within one (1) day of the date of the forwarding of the termination notice. The parties further agree that should the Contractor become unable for any reason to complete the Work called for by virtue of this Agreement, that to the extent applicable, such Work as the Contractor has completed upon the date of its inability to continue the terms of this Agreement shall become the property of the Board, and further the Board shall not be liable to tender and/or pay to the Contractor any further compensation after the date of the Contractor's inability to complete the terms hereof, which date shall be the date of termination unless extended by the Board. Notwithstanding the above, the Contractor shall not be relieved of liability to the Board for damages sustained by the Board by virtue of any breach of the Agreement by the Contractor; and the Board may withhold any compensation to the Contractor for the purpose of set-off until such time as the amount of damages due the Board from the Contractor is agreed upon or otherwise determined.

**ARTICLE TEN: COMPLIANCE**

The Contractor agrees to comply with all applicable federal, state, and local laws in the conduct of work hereunder. The Contractor accepts full responsibility for payment of all unemployment compensation insurance premiums, worker's compensation premiums, all income tax deductions, pension deductions, prevailing wages, if applicable, and any and all other taxes or payroll deductions required for the Contractor and all employees engaged by the Contractor for the performance of the work authorized by this Agreement.

**ARTICLE ELEVEN: PERFORMANCE AND DISCIPLINE**

Unless otherwise provided in this Agreement or the exhibits attached hereto, the Contractor shall provide and pay for, to the extent applicable, all labor, materials, equipment, tools, construction equipment and machinery, transportation, clean up and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out this Agreement. Contractor shall be respectful of the Board's customers and the general public. The Contractor shall not permit employment of persons not skilled in tasks assigned to them. The Contractor shall

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perform all Work in a reasonable, professional and workmanlike manner and all Work shall be of at least the quality provided for in this Agreement.

**ARTICLE TWELVE: DAMAGE AND LOSS**

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required elsewhere in this Agreement) to Board property caused in whole or in part by the Contractor, a subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under this Article except damage or loss attributable to acts or omissions of the Board or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's other obligations hereunder. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. The Contractor shall notify the Board as soon as possible when such emergency arises. In the event that the Contractor causes an unregulated discharge because of the Contractor's negligence, neglect, or errors, etc. the Contractor will be solely responsible for all mitigation required by controlling regulatory agencies related to this occurrence.

**ARTICLE THIRTEEN: WORKER'S COMPENSATION INSURANCE**

The Contractor shall take out and maintain during the life of this Agreement Workers' Compensation Insurance for its employees and shall furnish a certificate of Workers' Compensation Insurance for its employees before the execution of this Agreement. No contract between the Board and the Contractor shall be created hereby or otherwise exist until a fully executed copy thereof has been served upon the Board.

**ARTICLE FOURTEEN: NON-DISCRIMINATION**

During the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual preference, national origin, ancestry, handicap, age, political belief or place of birth. The Contractor will ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, sexual preference, national origin, ancestry, handicap, age, political belief or place of birth. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

The Contractor, or any person claiming through the Contractor, agree not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any contractors or subcontractors of said Contractor.

**ARTICLE FIFTEEN: INDEMNIFICATION**

To the fullest extent permitted by law, the Contractor shall protect, defend, indemnify and hold free and harmless the Board, and all other elected officials of Delaware County, Ohio, and shall protect, defend, indemnify and hold free and harmless any officers, employees, successors, administrators assigns or agents of same from and against any and all claims, damages, losses, claims of loss, causes of action, penalties, settlements, costs, liabilities and expenses of any kind, including but not limited to attorney fees, arising out of or resulting from any acts or omissions of the Contractor, its officers, employees, consultants, agents, subcontractors of any tier, successors, assigns or administrators, negligent or otherwise, and regardless of whether such claims, damages, losses, claims of loss, causes of action, penalties, settlements, costs, liabilities or expenses are caused in part by any party indemnified hereunder. The Contractor agrees to be responsible for the payment of all damages, settlements, costs and expenses of any kind, including attorney fees, incurred by the Board while the Board defends or pursues any action, cause of action, or claim which arises out the aforementioned acts or omissions. Such obligations shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Article.

In claims against any person or entity indemnified under this Article by an employee of the Contractor, a subcontractor of any tier, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Article shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or any such subcontractor of any tier under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

**ARTICLE SIXTEEN: RELATIONSHIP**

Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership, association or joint venture with the Contractor in the conduct of the provisions of this Agreement. The Contractor shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on the Board.

**ARTICLE SEVENTEEN: DISCLOSURE**

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The Contractor hereby covenants that it has complied with the Board's disclosure policy which requires anyone contracting with the Board to disclose to the Board any business relationship or financial interest that said Contractor has with an employee of the Board or of any other board, agency, elected official or commission of Delaware County, Ohio, such an employee's business, or any business relationship or financial interest that a Delaware County, Ohio elected official, board, agency or commission employee has with the Contractor or in the Contractor's business.

**ARTICLE EIGHTEEN: LIABILITY INSURANCE**

The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Ohio such insurance as will protect the Contractor and the Board from claims set forth below which may arise out of or result from the Contractor's operations under this Agreement and for which the Contractor may be legally liable, whether such operations be by the Contractor, by a subcontractor of any tier, or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

1. claims under workers' or workmen's compensation, disability benefit and other similar employee benefit acts which are applicable to the Work to be performed;
2. claims for damages because of bodily injury, occupational sickness, sickness or disease, or death of the Contractor's employees;
3. claims for damages because of bodily injury, occupational sickness, sickness or disease, or death of any person other than the Contractor's employees;
4. claims for damages insured by usual personal injury liability coverage which are sustained (1) by a person as a result of an offense directly or indirectly related to employment of such person by the Contractor, or (2) by another person;
5. claims for damages, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
6. claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
7. claims involving contractual liability insurance applicable to the Contractor's obligations under the article titled INDEMNIFICATION found herein; and

The insurance policy required by this Article shall be written for not less than one million dollars (\$1,000,000.00) for any person injured in any accident and with a total liability of two million dollars (\$2,000,000.00) for all persons injured in any one accident and the amount of one million dollars (\$1,000,000.00) for each accident or occurrence as compensation for damage caused to property of others. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of termination of this Agreement.

Certificates of Insurance acceptable to the Board shall be filed with the Board prior to commencement of this Agreement. The insurance policies required by this Article shall not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to the Board. Information concerning reduction of coverage shall be furnished by the Contractor with reasonable promptness in accordance with the Contractor's information and belief. The insurance policy described in this Section shall name the Board as an additional insured, and prior to any work being performed hereunder, the Contractor shall provide properly executed endorsements indicating the Board has been added as an additional insured.

**ARTICLE NINETEEN: NOTICES**

Any notices required or authorized to be given shall be deemed to be given when mailed by certified or registered mail, postage prepaid, as follows: if to the Board, to the Director of Environmental Services, 50 Channing Street, Delaware, Ohio 43015; if to the Contractor, to the Contractor's address at 2779 Peachblow Road Lewis Center, OH 43035.

**ARTICLE TWENTY: HEADINGS**

Organization of the Specifications into divisions, sections and articles and arrangement of Drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade. Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

**ARTICLE TWENTY-ONE: AUTHORITY TO BIND PRINCIPAL**

Signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to all rights, duties, remedies, obligations and responsibilities incurred by way of this Agreement.

**NOTICE:** THIS AGREEMENT MUST BE SIGNED AND RETURNED TO DELAWARE COUNTY, OHIO WITHIN TEN (10) DAYS OF NOTIFICATION OR THE OFFER TO ENTER INTO THIS AGREEMENT SHALL BE WITHDRAWN AND THIS AGREEMENT SHALL BE VOID.

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**ARTICLE TWENTY TWO: FINDINGS FOR RECOVERY:**

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

**ARTICLE TWENTY THREE: HOMELAND SECURITY**

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/non-assistance 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.

**ARTICLE TWENTY FOUR:**

**Campaign Finance – Compliance with O.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 Sections 3517.13(I)(1) or (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 Board from entering, proceeding, and/or performing the Contract. Such certification is attached to this Contract and by this reference made a part thereof.

**ARTICLE TWENTY FIVE: Designate Representatives**

With the execution of this Agreement, Contractor and Board shall designate specific individuals to act as Contractor's and Board's representatives with respect to the services to be performed or furnished by Contractor and responsibilities of Board under this Agreement. Such individuals shall have authority to transmit instructions, receive information, and render decisions relative to the Project on behalf of each respective party.

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

**RESOLUTION NO. 09-1082**

**IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR TUSSIC STREET ROAD:**

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

Whereas, the Director of Environmental Services recommends accepting sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

|                           |                           |            |
|---------------------------|---------------------------|------------|
| <b>Tussic Street Road</b> | 111 feet of 8- inch sewer | 1- manhole |
|---------------------------|---------------------------|------------|

Therefore be it resolved, that the Board of Commissioners approve and accept the above sanitary sewers for ownership, operation, and maintenance by Delaware County.

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

**RESOLUTION NO. 09-1083**

**IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD:**

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

WHEREAS, pursuant to the Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30<sup>th</sup>, 2004, has adopted a policy for the use of County Procurement Cards, and;

WHEREAS, the appointing authority for the procurement card being the Board of Commissioners has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant to

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ORC 301.29 (F)(2).

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, authorize the use of the following procurement cards to the limits indicated and for specific work related expenses designated in the Procurement Card Policy without submitting a monthly estimate of expenses:

Appointing Authority: Board of Commissioners  
Office/Department: Environmental Services  
RSD Director, Lead Engineer I

Daily spending per card: \$5,000  
Monthly spending per card: \$10,000  
Single transaction limit: \$5,000  
Daily number of transactions per card: 10  
Monthly number of transactions per card: 50

Name on Card 1: Chad Antle  
Name on Card 2: Eric Kletrovetz

Appointing Authority: Board of Commissioners  
Office/Department: Environmental Services  
RSD – Collections Supervisor

Daily spending per card: \$2,500  
Monthly spending per card: \$5,000  
Single transaction limit: \$2,500  
Daily number of transactions per card: 10  
Monthly number of transactions per card: 50

Name on Card 1: Len Wagner

Appointing Authority: Board of Commissioners  
Office/Department: Environmental Services  
ACWRF – Package Plants

Daily spending per card: \$1,000  
Monthly spending per card: \$5,000  
Single transaction limit: \$1,000  
Daily number of transactions per card: 10  
Monthly number of transactions per card: 50

Name on Card 1: Mark Chandler  
Name on Card 2: Matt Ice

Appointing Authority: Board of Commissioners  
Office/Department: Environmental Services  
RSD – Sanitary Inspection Services

Daily spending per card: \$200  
Monthly spending per card: \$1,000  
Single transaction limit: \$200  
Daily number of transactions per card: 10  
Monthly number of transactions per card: 25

Name on Card 1: William Clevenger

Appointing Authority: Board of Commissioners  
Office/Department: Environmental Services  
RSD – Division Secretary

Daily spending per card: \$500  
Monthly spending per card: \$1,000  
Single transaction limit: \$500  
Daily number of transactions per card: 5

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Monthly number of transactions per card: 25

Name on Card 1: Cathleen Rider

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

**RESOLUTION NO. 09-1084**

**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 Job and Family Services recommends the promotion of Lisa Fowler, to an Income Maintenance Worker III with the Job and Family Services; effective date September 7, 2009.

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

**RESOLUTION NO. 09-1085**

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

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

Whereas, Delaware County contracts with Child Care providers in accordance with state and federal regulations, and

Whereas, the Director of Job & Family Services recommends approval of the following contract amendments;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approve the following contract amendments for Child Care providers:

**Learning Center of Sunbury**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 3

This amendment, effective August 17, 2009, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and The Learning Center of Sunbury entered into on the 1<sup>st</sup> day of January 2009..

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 \$110,000 to \$200,000.

**Kindercare/Westerview**

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare/Westerview entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:**

|            | Full Time | Part Time | Hourly  |
|------------|-----------|-----------|---------|
| Infants    | \$ 215.73 | \$ 143.90 | \$ 6.62 |
| Toddlers   | \$ 190.01 | \$ 118.65 | \$13.07 |
| Pre-K      | \$ 163.44 | \$ 79.87  | \$ 6.81 |
| School Age | \$ 94.56  | \$ 63.00  | \$ 5.75 |
| Summer     | \$ 149.76 | \$ 100.33 | \$ 7.49 |

**Kindercare/Avery**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT

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AMENDMENT NO. 1

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare/Avery Rd. entered into on the 1<sup>st</sup> day of January, 2009

| <u>RATE CHANGES:</u> | Full Time | Part Time | Hourly    |         |
|----------------------|-----------|-----------|-----------|---------|
| Infants              | \$ 215.73 | \$ 143.90 | \$ 6.62   |         |
| Toddlers             |           | \$ 190.01 | \$ 118.65 | \$13.07 |
| Pre-K                | \$ 163.44 | \$ 79.87  | \$ 6.81   |         |
| School Age           | \$ 94.56  | \$ 63.00  | \$ 5.75   |         |
| Summer               | \$ 149.76 | \$ 100.33 | \$ 7.49   |         |
| Before & After       | \$ 94.56  | \$ 63.00  | \$ 5.75   |         |
| Before Only          | \$ 94.56  | \$ 63.00  | \$ 5.75   |         |

**Paula Getter**

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Paula Getter entered into on the 1<sup>st</sup> day of January, 2009

| <u>RATE CHANGES:</u> | Full Time | Part Time | Hourly   |         |
|----------------------|-----------|-----------|----------|---------|
| Infants              | \$ 120.00 | \$ 71.11  | \$ 2.99  |         |
| Toddlers             |           | \$ 118.55 | \$ 65.96 | \$ 3.22 |
| Pre-K                | \$ 110.05 | \$ 69.11  | \$ 3.47  |         |
| Schoolage            | \$ 90.00  | \$ 57.90  | \$ 2.43  |         |
| Summer               | \$ 107.76 | \$ 64.02  | \$ 2.60  |         |

**Kimberly Miller**

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kimberly Miller entered into on the 1<sup>st</sup> day of January, 2009

| <u>RATE CHANGES:</u> | Full Time | Part Time | Hourly   |         |
|----------------------|-----------|-----------|----------|---------|
| Infants              | \$ 122.02 | \$ 106.47 | \$ 5.17  |         |
| Toddlers             |           | \$ 143.00 | \$ 96.02 | \$ 5.49 |
| Pre-K                | \$ 121.54 | \$ 95.08  | \$ 5.13  |         |
| School Age           | \$ 99.68  | \$ 70.95  | \$ 5.28  |         |
| Summer               | \$ 122.53 | \$ 98.32  | \$ 6.08  |         |

**YMCA/Olentangy SACC**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and YMCA-Olentangy School/Sacc entered into on the 1<sup>st</sup> day of January, 2009

| <u>RATE CHANGES:</u> | Full Time | Part Time | Hourly  |  |
|----------------------|-----------|-----------|---------|--|
| Am Only              | \$ 32.56  | \$ 32.56  | \$ 5.48 |  |
| Pm Only              | \$ 40.70  | \$ 40.70  | \$ 5.48 |  |
| Am & Pm              | \$ 73.26  | \$ 60.00  | \$ 5.48 |  |
| Kindergarten Am      | \$ 20.93  | \$ 20.93  | \$ 5.48 |  |
| Kindergarten Pm      | \$ 20.35  | \$ 20.35  | \$ 5.48 |  |
| Kindergarten Am/Pm   | \$ 41.28  | \$ 41.28  | \$ 5.48 |  |
| Summer School Age    | \$ 135.00 | \$ 95.55  | \$ 6.40 |  |
| Before Camp          | \$ 21.00  | \$ 21.00  | \$ 6.40 |  |

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After Camp \$ 34.00 \$ 34.00 \$ 6.40

**Kindercare/Hard Rd**

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare/Hard Rd. entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:**

|                 | Full Tim  | Part Tim  | Hourly   |  |
|-----------------|-----------|-----------|----------|--|
| Infants         | \$ 205.46 | \$ 137.05 | \$ 6.30  |  |
| Toddlers        | \$ 180.96 | \$ 113.00 | \$ 12.45 |  |
| Pre-K           | \$ 155.66 | \$ 76.07  | \$ 6.49  |  |
| School Age      | \$ 90.06  | \$ 60.00  | \$ 5.48  |  |
| Summer          | \$ 142.63 | \$ 95.55  | \$ 7.13  |  |
| Before or After | \$ 90.06  | \$ 60.00  | \$ 5.48  |  |

**Winona Daquila**

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Winona Daquila entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:**

|            | Full Time | Part Time | Hourly  |  |
|------------|-----------|-----------|---------|--|
| Infants    | \$ 122.02 | \$ 106.47 | \$ 5.17 |  |
| Toddlers   | \$ 152.18 | \$ 96.02  | \$ 5.49 |  |
| Pre-K      | \$ 121.54 | \$ 95.08  | \$ 5.13 |  |
| School Age | \$ 99.68  | \$ 70.95  | \$ 6.07 |  |
| Summer     | \$ 122.53 | \$ 98.32  | \$ 6.08 |  |

**Kindercare/Avery Rd.**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare/Avery Rd. entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:**

|                   | Hourly  |
|-------------------|---------|
| Summer School Age | \$ 6.72 |

**Kindercare/Westerview**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare/Westerview entered into on the 1<sup>st</sup> day of January, 2009.

**RATE CHANGES:**

|                   | Hourly  |
|-------------------|---------|
| Summer School Age | \$ 6.72 |

**Kindercare/Innovation**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between



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the Delaware County Department of Job and Family Services and Kindercare/Innovation entered into on the 1<sup>st</sup> day of January, 2009

|                             |         |
|-----------------------------|---------|
| <b><u>RATE CHANGES:</u></b> | Hourly  |
| Summer School Age           | \$ 6.72 |

**Kindercare/Sawmill Pkwy**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare/Sawmill Pkwy, entered into on the 1<sup>st</sup> day of January, 2009

|                             |         |
|-----------------------------|---------|
| <b><u>RATE CHANGES:</u></b> | Hourly  |
| Summer School Age           | \$ 6.72 |

**Kindercare/Park Rd.**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare/Park entered into on the 1<sup>st</sup> day of January, 2009

|                             |         |
|-----------------------------|---------|
| <b><u>RATE CHANGES:</u></b> | Hourly  |
| Summer School Age           | \$ 6.72 |

**Kindercare/S. Cleveland**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare/S. Cleveland entered into on the 1<sup>st</sup> day of January, 2009

|                             |         |
|-----------------------------|---------|
| <b><u>RATE CHANGES:</u></b> | Hourly  |
| Summer School Age           | \$ 6.72 |

**Kindercare/New Albany**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare/New Albany entered into on the 1<sup>st</sup> day of January, 2009

|                             |         |
|-----------------------------|---------|
| <b><u>RATE CHANGES:</u></b> | Hourly  |
| Summer School Age           | \$ 6.72 |

**Enchanted Care/Gooding**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Enchanted Care – Gooding Blvd. entered into on the 1<sup>st</sup> day of January, 2009

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**RATE CHANGES:** Hourly  
Summer School Age \$ 6.40

**R Kids Count**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and R Kids Count Learning Center entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:** Hourly  
Summer School Age \$ 6.40

**LaPetite/Polaris Pkwy**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and LaPetite/Polaris Pkwy entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:** Hourly  
Summer School Age \$ 6.40

**Indianola Children's Ctr.**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Indianola Children's Center entered into on the 13<sup>th</sup> day of January, 2009

**RATE CHANGES:** Hourly  
Summer School Age \$ 6.40

**Oxford school/Glick**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Oxford School/Glick Rd. entered into on the 5<sup>th</sup> day of February, 2009

**RATE CHANGES:** Hourly  
Summer School Age \$ 6.40

**Journey Christian Academy**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Journey Christian Academy entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:** Hourly  
Summer School Age \$ 6.40

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**Liberty Community Center**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Liberty Community Center entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:**

|                   |         |
|-------------------|---------|
|                   | Hourly  |
| Summer School Age | \$ 6.40 |

**Noah's Ark/Tippett**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Noah's Ark Learning Center/Tippett entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:**

|                   |         |
|-------------------|---------|
|                   | Hourly  |
| Summer School Age | \$ 6.40 |

**LaPetite/Summitview**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and LaPetite/Summitview entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:**

|                   |         |
|-------------------|---------|
|                   | Hourly  |
| Summer School Age | \$ 6.40 |

**LaPetite/Sawmill**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and LaPetite/Sawmill Rd. entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:**

|                   |         |
|-------------------|---------|
|                   | Hourly  |
| Summer School Age | \$ 6.40 |

**Kiddie Academy**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kiddie Academy entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:**

|                   |         |
|-------------------|---------|
|                   | Hourly  |
| Summer School Age | \$ 6.40 |

**Briar Rose Center**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT

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AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Briar Rose Center entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:**

|                   |         |
|-------------------|---------|
|                   | Hourly  |
| Summer School Age | \$ 6.40 |

**Oxford School/Blazer Pkwy**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Oxford School/Blazer Pkwy. entered into on the 26th day of March, 2009

**RATE CHANGES:**

|                   |         |
|-------------------|---------|
|                   | Hourly  |
| Summer School Age | \$ 6.40 |

**Jelly Bean Junction/Bethel**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Jelly Bean Junction/Bethel entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:**

|                   |         |
|-------------------|---------|
|                   | Hourly  |
| Summer School Age | \$ 6.40 |

**Enchanted Care/Graphics Way**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Enchanted Care – Graphics Way entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:**

|                   |         |
|-------------------|---------|
|                   | Hourly  |
| Summer School Age | \$ 6.40 |

**Childtime Learning Center**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Childtime Learning Center entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:**

|                   |         |
|-------------------|---------|
|                   | Hourly  |
| Summer School Age | \$ 6.40 |

**Noah's Ark/Harrison**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Noah's Ark/Harrison entered into on the 1<sup>st</sup>

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day of January, 2009

**RATE CHANGES:** Hourly  
Summer School Age \$ 6.40

**T&J Academy**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and T & J Academy entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:** Hourly  
Summer School Age \$ 6.40

**Goddard School/Olde Worthington**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and The Goddard School/Olde Worthington entered into on the 3rd day of February, 2009

**RATE CHANGES:** Hourly  
Summer School Age \$ 6.40

**Learning Center/Sunbury**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and The Learning Center/Sunbury entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:** Hourly  
Summer School Age \$ 6.40

**Delaware City SACC**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Delaware City School/Sacc entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:** Hourly  
Summer School Age \$ 6.40

**Toddler Inn**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Toddler Inn entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:** Hourly

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Summer School Age \$ 6.40

**Kindercare/Hard Rd.**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare/Hard entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:**

Hourly

Summer School Age \$ 6.40

**Kindercare/Caren Ave.**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare/Caren Ave. entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:**

Hourly

Summer School Age \$ 6.40

**Learning Center/Charring Cross**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and The Learning Center/Charring Cross entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:**

Hourly

Summer School Age \$ 6.40

**Kindercare/Tara Hill**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare/Tara Hill entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:**

Hourly

Summer School Age \$ 6.40

**Come N Play**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare/Tara Hill entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:**

Hourly

Summer School Age \$ 6.40

**Brooksedge Day Care**

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AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Brooksedge Day Care entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:** Hourly  
Summer School Age \$ 6.40

**Childcare Unlimited/Sunbury**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Childcare Unlimited/Sunbury entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:** Hourly  
Summer School Age \$ 6.40

**Grace Family Day Care**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Grace Family Day Care entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:** Hourly  
Summer School Age \$ 6.40

**Kindercare/Eastwind**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare/Eastwind entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:** Hourly  
Summer School Age \$ 6.40

**Nikou Learning Center**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Nikou Learning Center entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:** Hourly  
Summer School Age \$ 6.40

**Adventure Academy**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between

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the Delaware County Department of Job and Family Services and Adventure Academy entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:** Hourly  
Summer School Age \$ 6.40

**Primrose School**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Primrose School entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:** Hourly  
Summer School Age \$ 6.40

**Stepping Stones**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Stepping Stones entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:** Hourly  
Summer School Age \$ 6.40

**Children's Discovery**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Children's Discovery Place entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:** Hourly  
Summer School Age \$ 6.40

**LaPetite/Sawmill Pkwy**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and LaPetite/Sawmill Pkwy entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:** Hourly  
Summer School Age \$ 6.40

**Sue Koloff**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Sue Koloff entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:** Hourly



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Toddlers \$ 4.88

**Rhonda Huffman**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Rhonda Huffman entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:** Hourly  
Toddlers \$ 4.88

**Erin Tope**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Erin Tope entered into on the 2nd day of April, 2009

**RATE CHANGES:** Hourly  
Toddlers \$ 4.88

**Kimberly VanDyke**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kimberly VanDyke entered into on the 7<sup>th</sup> day of July, 2009

**RATE CHANGES:** Hourly  
Toddlers \$ 4.88

**Theresa Mitchell**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Theresa Mitchell entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:** Hourly  
Toddlers \$ 4.88

**Winona Daquila**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Winona Daquila entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:** Hourly  
Toddlers \$ 4.88

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**Shirley Halker**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Shirley Halker entered into on the 22nd day of January, 2009

|                             |          |         |
|-----------------------------|----------|---------|
| <b><u>RATE CHANGES:</u></b> | Hourly   |         |
|                             | Toddlers | \$ 4.88 |

**Carla McMackin**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Carla McMackin entered into on the 1<sup>st</sup> day of January, 2009

|                             |          |         |
|-----------------------------|----------|---------|
| <b><u>RATE CHANGES:</u></b> | Hourly   |         |
|                             | Toddlers | \$ 4.88 |

**Christina Tucker**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Christina Tucker entered into on the 1<sup>st</sup> day of January, 2009

|                             |          |         |
|-----------------------------|----------|---------|
| <b><u>RATE CHANGES:</u></b> | Hourly   |         |
|                             | Toddlers | \$ 4.88 |

**Patricia Jones**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Patricia Jones entered into on the 1<sup>st</sup> day of January, 2009

|                             |          |         |
|-----------------------------|----------|---------|
| <b><u>RATE CHANGES:</u></b> | Hourly   |         |
|                             | Toddlers | \$ 4.88 |

**Dawnya Coleman**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Dawnya Coleman entered into on the 1<sup>st</sup> day of January, 2009

|                             |          |         |
|-----------------------------|----------|---------|
| <b><u>RATE CHANGES:</u></b> | Hourly   |         |
|                             | Toddlers | \$ 4.88 |

**Yvette Bradley**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

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This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Yvette Bradley entered into on the 1<sup>st</sup> day of January, 2009

|                             |          |         |
|-----------------------------|----------|---------|
| <b><u>RATE CHANGES:</u></b> | Hourly   |         |
|                             | Toddlers | \$ 4.88 |

**Christina Shaffer**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Christina Shaffer entered into on the 15<sup>th</sup> day of January, 2009

|                             |          |         |
|-----------------------------|----------|---------|
| <b><u>RATE CHANGES:</u></b> | Hourly   |         |
|                             | Toddlers | \$ 4.88 |

**Kimberly Miller**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kimberly Miller entered into on the 1<sup>st</sup> day of January, 2009

|                             |          |         |
|-----------------------------|----------|---------|
| <b><u>RATE CHANGES:</u></b> | Hourly   |         |
|                             | Toddlers | \$ 4.88 |

**Tarri Jones**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Tarri Jones entered into on the 1<sup>st</sup> day of January, 2009

|                             |          |         |
|-----------------------------|----------|---------|
| <b><u>RATE CHANGES:</u></b> | Hourly   |         |
|                             | Toddlers | \$ 4.88 |

**Brianna Kinniard**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Brianna Kinniard entered into on the 1<sup>st</sup> day of January, 2009

|                             |          |         |
|-----------------------------|----------|---------|
| <b><u>RATE CHANGES:</u></b> | Hourly   |         |
|                             | Toddlers | \$ 4.88 |

**Janice Jodrey**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Janice Jodrey entered into on the 23<sup>rd</sup> day of July, 2009

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**RATE CHANGES:**

|         |         |
|---------|---------|
|         | Hourly  |
| Toddler | \$ 3.66 |

**Denise Sterritt**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Denise Sterritt entered into on the 2nd day of March, 2009

**RATE CHANGES:**

|           | Full Time | Part Time | Hourly  |
|-----------|-----------|-----------|---------|
| Infant    | \$ 120.59 | \$ 71.11  | \$ 2.99 |
| Toddler   | \$ 118.55 | \$ 65.96  | \$ 3.22 |
| Pre-K     | \$ 110.05 | \$ 69.11  | \$ 3.47 |
| Schoolage | \$ 91.93  | \$ 57.90  | \$ 2.43 |
| Summer    | \$ 107.76 | \$ 64.02  | \$ 2.60 |

**Kindercare/W. Woods**

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kindercare/Worthington Woods entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:**

|                 | Full Time | Part Time | Hourly  |
|-----------------|-----------|-----------|---------|
| Infants         | \$ 215.73 | \$ 143.90 | \$ 6.62 |
| Toddlers        | \$ 190.01 | \$ 118.65 | \$13.07 |
| Pre-K           | \$ 163.44 | \$ 79.87  | \$ 6.81 |
| School Age      | \$ 94.56  | \$ 63.00  | \$ 5.75 |
| Summer          | \$ 149.76 | \$ 100.33 | \$ 7.49 |
| Before or After | \$ 94.56  | \$ 63.00  | \$ 5.75 |

**Goddard school/dba Lillypad**

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and The Goddard School/Owenfield entered into on the 1<sup>st</sup> day of January, 2009

**RATE CHANGES:**

|                | Full Time | Part Time | Hourly  |
|----------------|-----------|-----------|---------|
| Infants        | \$ 205.46 | \$ 137.05 | \$ 6.30 |
| Toddlers       | \$ 180.96 | \$ 113.00 | \$12.45 |
| Pre-K          | \$ 155.66 | \$ 76.07  | \$ 6.49 |
| School Age     | \$ 90.06  | \$ 60.00  | \$ 5.48 |
| Summer         | \$ 142.63 | \$ 95.55  | \$ 7.13 |
| Before Only    | \$ 66.00  | \$ 60.00  | \$ 5.48 |
| After Only     | \$ 90.00  | \$ 60.00  | \$ 5.48 |
| Before & After | \$ 90.06  | \$ 60.00  | \$ 5.48 |

**Diana Mahoney**

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

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Diana Mahoney entered into on the 16th day of January, 2009

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| <u>RATE CHANGES:</u> | Full Time | Part Time | Hourly  |
|----------------------|-----------|-----------|---------|
| Infants              | \$ 122.02 | \$ 106.47 | \$ 5.17 |
| Toddlers             | \$ 150.00 | \$ 96.02  | \$ 4.88 |
| Pre-K                | \$ 121.54 | \$ 95.08  | \$ 5.13 |
| School Age           | \$ 99.68  | \$ 70.95  | \$ 5.28 |
| Summer               | \$ 122.53 | \$ 94.89  | \$ 6.08 |

**Samantha Ortiz**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Samantha Ortiz entered into on the 1<sup>st</sup> day of January, 2009

| <u>RATE CHANGES:</u> | Hourly  |
|----------------------|---------|
| Toddlers             | \$ 4.88 |

**Goddard school/dbs Lillypad**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and The Goddard School/Owenfield entered into on the 1<sup>st</sup> day of January, 2009

| <u>RATE CHANGES:</u> | Hourly  |
|----------------------|---------|
| Summer School Age    | \$ 6.40 |

**Kerry Santa**

AMENDMENT TO PURCHASE OF CHILD CARE SERVICES CONTRACT  
AMENDMENT NO. 2

This amendment, effective August 23, 2009 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kerry Santa entered into on the 1<sup>st</sup> day of January, 2009

| <u>RATE CHANGES:</u> | Hourly  |
|----------------------|---------|
| Toddlers             | \$ 4.88 |

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

**RESOLUTION NO. 09-1086**

**IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR DELAWARE COUNTY FORMULA 2008 VILLAGE OF ASHLEY FIRE HYDRANTS IMPROVEMENTS:**

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve specifications and set bid opening date and time for **Friday, September 18, 2009, at 3:30 pm**. This bid opening will be held at the Delaware County Commissioners Office located at 101 N. Sandusky Street, Delaware, Ohio 43015.

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

**RESOLUTION NO. 09-1087**

**A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$37,000 FOR THE PURPOSE OF PAYING THE PROPERTY OWNERS' PORTION, IN ANTICIPATION OF THE COLLECTION OF SPECIAL ASSESSMENTS, OF THE COST OF CONSTRUCTING THE MCNAMARA WATERSHED #582 DITCH BETWEEN CERTAIN TERMINI BY**

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**ACQUIRING LAND, CLEARING OBSTRUCTIONS, DEEPENING, WIDENING, RESHAPING, STRAIGHTENING, TILING, SEEDING, CONTROLLING EROSION, AND OTHERWISE IMPROVING THE SAME, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO:**

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

WHEREAS, this Board has previously, by Resolution No. 08-1428 adopted on December 1, 2008 (the "*Resolution of Necessity*"), declared the necessity of the improvements described therein and determined to proceed with the Improvement defined in Section 2; and

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

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

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

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

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

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

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

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

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

"*Clerk*" means the Clerk of the Board of County Commissioners.

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

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

"*County*" means the County of Delaware, Ohio.

"*County Administrator*" means the County Administrator of the County.

"*County Auditor*" means the County Auditor of the County.

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

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

"*Principal Payment Dates*" means December 1 in each of the years from and including 2010 to and including 2017.

"*Regulations*" means Treasury Regulations issued pursuant to the Code or to the statutory predecessor of the Code.

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

Section 2. Authorized Principal Amount and Purpose; Application of Proceeds. This Board determines that it is necessary and in the best interest of the County to issue bonds of this County in the maximum principal amount of \$37,000 (the "Bonds") for the purpose of paying the property owners' portion, in anticipation of the collection of special assessments, of the cost of constructing the McNamara Watershed #582 Ditch between certain termini by acquiring land, clearing obstructions, deepening, widening, reshaping, straightening, tiling, seeding, controlling erosion, and otherwise improving the same, together with all necessary appurtenances thereto (the "Improvement"), all as provided for in the Resolution of Necessity. The Bonds shall be issued pursuant to Chapter 133 of the Ohio Revised Code, this Resolution and the Certificate of Award.

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

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

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

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

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

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

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

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

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

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

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

Section 5. Registration; Transfer and Exchange.

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

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

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

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

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



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

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

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

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

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

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

The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. In that connection, the County hereby represents and covenants that it, together with all its subordinate entities or entities that issue obligations on its behalf, or on behalf of which it issues obligations, in or during the calendar year in which the Bonds are issued, (i) have not issued and will not issue tax-exempt obligations designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code, including the Bonds, in an aggregate amount in excess of \$30,000,000, and (ii) have not issued, do not reasonably anticipate issuing, and will not issue, tax-exempt obligations (including the Bonds, but excluding obligations, other than qualified 501(c)(3) bonds as defined in Section 145 of the Code, that are private activity bonds as defined in Section 141 of the Code and excluding refunding obligations that are not advance refunding obligations as defined in Section 149(d)(5) of the Code) in an aggregate amount exceeding \$30,000,000, unless the County first obtains a written opinion of nationally recognized bond counsel that such designation or issuance, as applicable, will not adversely affect the status of the Bonds as "qualified tax-exempt obligations". Further, the County represents and covenants that, during any time or in any manner as might affect the status of the Bonds as "qualified tax-exempt obligations", it has not formed or participated in the formation of, or benefited from or availed itself of, any entity in order to avoid the purposes of subparagraph (C) or (D) of Section 265(b)(3) of the Code, and will not form, participate in the formation of, or benefit from or avail itself of, any such entity. The County further represents that the Bonds are not being issued as part of a direct or indirect composite issue that combines issues or lots of tax-exempt obligations of different issuers.

The County Auditor, as the fiscal officer of this County, or any other officer of the County having responsibility for issuance of the Bonds, is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, or waiver on behalf of the County with respect to the Bonds as the County is permitted or required to make or give under the federal income tax laws, including, without limitation thereto, any of the elections provided for in Section 148(f)(4)(C) of the Code or available under Section 148 of the Code, for the purpose of assuring, enhancing or protecting favorable tax treatment or status of the Bonds or interest thereon or assisting compliance with requirements for that purpose, reducing the burden or expense of such compliance, reducing the rebate amount or payments or penalties, or making payments of special amounts in lieu of making computations to determine, or paying, excess earnings as rebate, or obviating those amounts or payments, as

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determined by that officer, which action shall be in writing and signed by the officer, (b) to take any and all other actions, make or obtain calculations, make payments, and make or give reports, covenants and certifications of and on behalf of the County, as may be appropriate to assure the exclusion of interest from gross income and the intended tax status of the Bonds, and (c) to give one or more appropriate certificates of the County, for inclusion in the transcript of proceedings for the Bonds, setting forth the reasonable expectations of the County regarding the amount and use of all the proceeds of the Bonds, the facts, circumstances and estimates on which they are based, and other facts and circumstances relevant to the tax treatment of the interest on and the tax status of the Bonds.

Section 9. Bond Counsel. The legal services of the law firm of Squire, Sanders & Dempsey L.L.P. are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Bonds and rendering at delivery related legal opinions. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this County in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county or municipal corporation or of this County, or the execution of public trusts. For those legal services that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. The County Administrator is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 10. Certification and Delivery of Resolution and Certificate of Award. The Clerk is directed to promptly deliver a certified copy of this Resolution and a copy of the Certificate of Award to the County Auditor.

Section 11. Satisfaction of Conditions for Bond Issuance. This Board determines that all acts and conditions necessary to be performed by the County or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the County have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 7) of the County are pledged for the timely payment of the debt charges on the Bonds; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

Section 12. Compliance with Open Meeting Requirements. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board or its committees and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

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

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

**RESOLUTION NO. 09-1088**

**A RESOLUTION PROVIDING FOR THE ISSUANCE AND SALE OF BONDS IN THE MAXIMUM PRINCIPAL AMOUNT OF \$13,000 FOR THE PURPOSE OF PAYING THE PROPERTY OWNERS' PORTION, IN ANTICIPATION OF THE COLLECTION OF SPECIAL ASSESSMENTS, OF THE COST OF CONSTRUCTING THE SHEETS #318 LATERAL A DITCH BETWEEN CERTAIN TERMINI BY ACQUIRING LAND, CLEARING OBSTRUCTIONS, DEEPENING, WIDENING, RESHAPING, STRAIGHTENING, TILING, SEEDING, CONTROLLING EROSION, AND OTHERWISE IMPROVING THE SAME, TOGETHER WITH ALL NECESSARY APPURTENANCES THERETO:**

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

WHEREAS, this Board has previously, by Resolution No. 08-522 adopted on May 5, 2008 (the "*Resolution of Necessity*"), declared the necessity of the improvements described therein and determined to proceed with the Improvement defined in Section 2; and

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

“*Principal Payment Dates*” means December 1 in each of the years from and including 2010 to and including 2017.

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

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

Section 2. Authorized Principal Amount and Purpose: Application of Proceeds. This Board determines that it is necessary and in the best interest of the County to issue bonds of this County in the maximum principal amount of \$13,000 (the “*Bonds*”) for the purpose of paying the property owners’ portion, in anticipation of the collection of special assessments, of the cost of constructing the Sheets #318 Lateral A Ditch between certain termini by acquiring land, clearing obstructions, deepening, widening, reshaping, straightening, tiling, seeding, controlling erosion, and otherwise improving the same, together with all necessary appurtenances thereto (the “*Improvement*”), all as provided for in the Resolution of Necessity. The Bonds shall be issued pursuant to Chapter 133 of the Ohio Revised Code, this Resolution and the Certificate of Award.

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

The proceeds from the sale of the Bonds, except any premium and accrued interest, shall be paid into the

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

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

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

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

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

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

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

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

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

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

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Section 5. Registration: Transfer and Exchange.

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

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

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

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

The County Administrator shall sign and deliver the Certificate of Award and shall cause the Bonds to be prepared and signed and delivered, together with a true transcript of proceedings with reference to the issuance of the Bonds, to the Original Purchaser upon payment of the purchase price. The County Commissioners, or any of them, the County Auditor, the County Prosecutor, the County Treasurer, the County Administrator, the Clerk and other County officials, as appropriate, each are authorized and directed to sign any transcript certificates, financial statements and other documents and instruments and to take such actions as are necessary or appropriate to consummate the transactions contemplated by this Resolution.

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

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

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available and appropriated.

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

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

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

The Bonds are hereby designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code. In that connection, the County hereby represents and covenants that it, together with all its subordinate entities or entities that issue obligations on its behalf, or on behalf of which it issues obligations, in or during the calendar year in which the Bonds are issued, (i) have not issued and will not issue tax-exempt obligations designated as "qualified tax-exempt obligations" for purposes of Section 265(b)(3) of the Code, including the Bonds, in an aggregate amount in excess of \$30,000,000, and (ii) have not issued, do not reasonably anticipate issuing, and will not issue, tax-exempt obligations (including the Bonds, but excluding obligations, other than qualified 501(c)(3) bonds as defined in Section 145 of the Code, that are private activity bonds as defined in Section 141 of the Code and excluding refunding obligations that are not advance refunding obligations as defined in Section 149(d)(5) of the Code) in an aggregate amount exceeding \$30,000,000, unless the County first obtains a written opinion of nationally recognized bond counsel that such designation or issuance, as applicable, will not adversely affect the status of the Bonds as "qualified tax-exempt obligations". Further, the County represents and covenants that, during any time or in any manner as might affect the status of the Bonds as "qualified tax-exempt obligations", it has not formed or participated in the formation of, or benefited from or availed itself of, any entity in order to avoid the purposes of subparagraph (C) or (D) of Section 265(b)(3) of the Code, and will not form, participate in the formation of, or benefit from or avail itself of, any such entity. The County further represents that the Bonds are not being issued as part of a direct or indirect composite issue that combines issues or lots of tax-exempt obligations of different issuers.

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

Section 9. Bond Counsel. The legal services of the law firm of Squire, Sanders & Dempsey L.L.P. are hereby retained. Those legal services shall be in the nature of legal advice and recommendations as to the documents and the proceedings in connection with the authorization, sale and issuance of the Bonds and rendering at delivery related legal opinions. In providing those legal services, as an independent contractor and in an attorney-client relationship, that firm shall not exercise any administrative discretion on behalf of this County in the formulation of public policy, expenditure of public funds, enforcement of laws, rules and regulations of the State, any county or municipal corporation or of this County, or the execution of public trusts. For those legal services that firm shall be paid just and reasonable compensation and shall be reimbursed for actual out-of-pocket expenses incurred in providing those legal services. The County Administrator is authorized and directed to make appropriate certification as to the availability of funds for those fees and any reimbursement and to issue an appropriate order for their timely payment as written statements are submitted by that firm.

Section 10. Certification and Delivery of Resolution and Certificate of Award. The Clerk is directed to

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promptly deliver a certified copy of this Resolution and a copy of the Certificate of Award to the County Auditor.

Section 11. Satisfaction of Conditions for Bond Issuance. This Board determines that all acts and conditions necessary to be performed by the County or to have been met precedent to and in the issuing of the Bonds in order to make them legal, valid and binding general obligations of the County have been performed and have been met, or will at the time of delivery of the Bonds have been performed and have been met, in regular and due form as required by law; that the full faith and credit and general property taxing power (as described in Section 7) of the County are pledged for the timely payment of the debt charges on the Bonds; and that no statutory or constitutional limitation of indebtedness or taxation will have been exceeded in the issuance of the Bonds.

Section 12. Compliance with Open Meeting Requirements. This Board finds and determines that all formal actions of this Board and any of its committees concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board or its committees and that all deliberations of this Board and any of its committees that resulted in those formal actions were in meetings open to the public, all in compliance with the law, including Section 121.22 of the Ohio Revised Code.

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

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

**PRESENTATION FOR RUTHERFORD B. HAYES PROJECT**

**Refer to CD minutes for entire record**

**PRESENTATION FOR JAIL EXPANSION PROJECT**

**Refer to CD minutes for entire record**

**DISCUSSION ON PUBLIC RECORDS REQUESTS**

**Refer to CD minutes for entire record**

**COMMISSIONERS' COMMITTEES REPORTS**

**Refer to CD minutes for entire record**

**-Commissioner Hanks-none**

**Commissioner O'Brien**

**-Attended a meeting on The Concord-Scioto Community Authority In Regard To The Lower Scioto Wastewater Reclamation Facility**

**-Attended a the Regional Planning Commission meeting last Thursday**

**Commissioner Thompson**

**-Elected Officials working towards growth of County**

**RESOLUTION NO. 09-1089**

**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:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to adjourn into Executive Session at 11:22AM.

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

**RESOLUTION NO. 09-1090**

**IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to adjourn out of Executive Session at 11:45AM.

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

**RESOLUTION NO. 09-1091**

**IN THE MATTER OF ADJOURNING THE MEETING:**

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

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

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Todd Hanks

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Ken O'Brien

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Tommy Thompson

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Letha George, Clerk to the Commissioners