

COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY  
 MINUTES FROM REGULAR MEETING HELD OCTOBER 19, 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 Reconvening Of Public Hearing For Consideration Of A Petition Request From The Board Of Genoa Township Trustees For The Delaware County Board Of Commissioners To Release A Right-Of-Way Easement On Lot 7498 Of Sheffield Park, Section 3, Phase A; To Release A Right-Of-Way Easement On Lot 1250 Of Knoff Subdivision No. 2; And To Vacate A Platted, Undeveloped Portion Of Right-Of-Way Of Lot 1250 Of Knoff Subdivision No. 2 (0.114 Acres Of Lot 7498 Sheffield Park And 0.210 Acres Of Right-Of-Way Of Township Road 110-Jaycox Road) In Genoa Township

RESOLUTION NO. 09-1310

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD OCTOBER 15, 2009:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on October 15, 2009; and

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

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

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

PUBLIC COMMENT

RESOLUTION NO. 09-1311

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1016, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1016

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1016, memo transfers in batch numbers MTAPR1016 and Purchase Orders as listed below:

PR #	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R0906801	DELAWARE CAB CO INC	CLIENT TRANSPORTATION	22411601 - 5355	\$20,000.00	0001
R0906801	DELAWARE CAB CO INC	CLIENT TRANSPORTATION	22511607 - 5355	\$1,000.00	0002
R0906801	DELAWARE CAB CO INC	CLIENT TRANSPORTATION	22311611 - 5355	\$100.00	0003
R0906801	DELAWARE CAB CO INC	CLIENT TRANSPORTATION	22311614 - 5355	\$100.00	0004
R0906855	OFFICE CITY EXPRESS INC	TAG:CCC	22311614 - 5250	\$5,952.82	0001
R0906900	CANYON CONSTRUCTION	FORMULA 2008 ASHLEY	23011703 - 5365	\$40,000.00	0001

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R0906900 CANYON RLF ADDITIONAL FOR 23111709 - 5365 \$5,000.00 0002  
CONSTRUCTION FIRE HYDRANTS

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO' Increase</b>			
Building Trades Institute	Tuition (line 2)	22311614-5348	\$ 3,000.00
Building Trades Institute	Tuition (line 1)	22311611-5348	\$ 5,000.00
Vote on Motion	Mr. O'Brien	Aye	Mr. Thompson Aye Mr. Hanks Aye

**RESOLUTION NO. 09 -1312**

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

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

The Commissioner's Office is requesting that Letha George attend a Regional Clerks Meeting in Columbus, Ohio October 23, 2009, at no cost.

The Environmental Services Department is requesting that Brian Keener attend a Package Plant Operations Seminar in Findlay, Ohio November 20, 2009, at the cost of \$215.00; Fund Number (66290301/66290401).

The Environmental Services Department is requesting that Cory Smith attend a Wastewater Mathematic Seminar in Columbus, Ohio November 2, 2009, at the cost of \$145.00; Fund Number (66290301/66290401).

The Environmental Services Department is requesting that Walt Thompson attend a Wastewater Mathematic Seminar in Columbus, Ohio November 2, 2009, (no longer October 21 in Dayton, Ohio) at the cost of \$145.00; Fund Number (66290301/66290401).

Juvenile Court is requesting that Katie Murray attend a Humanitarian Assistance Training in Canfield, Ohio November 10-13, 2009, at the cost of \$1,006.94; Fund Number (27826325).

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

**RESOLUTION NO. 09-1313**

**IN THE MATTER OF A NEW LIQUOR LICENSE REQUEST FROM WALGREENS CO. DBA WALGREENS 11145 AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Liberty Township Trustees that Walgreens Co. DBA Walgreens 11145 has requested new C1 and C2, permits located at 9669 Sawmill PKWY Liberty Township Powell, Ohio 43065, and

Whereas, the Liberty Township Trustees have not filed objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested and the Delaware County Commissioners have received no objections.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

**RESOLUTION NO. 09-1314**

**IN THE MATTER OF A LIQUOR LICENSE TRANSFER REQUEST FROM POWELL OHIO CVS INC. DBA CVS PHARMACY 5457 TO OHIO CVS STORES LLC DBA CVS PHARMACY 5457 AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:**

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and

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the Liberty Township Trustees that Ohio CVS Stores LLC DBA CVS Pharmacy 5457 has requested a transfer of the C1 and C2 permits from Powell Ohio CVS INC. DBA CVS Pharmacy 5457. Both business located at 3488 Seldom Seen Road Liberty Township Powell, Ohio 43065, and

Whereas, the Liberty Township Trustees have not filed an objection, the Delaware County Sheriff has responded- no known reason for a hearing to be requested and the Delaware County Commissioners have received no objections.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

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

**RESOLUTION NO. 09-1315**

**IN THE MATTER OF APPROVING THE APPOINTMENT OF ALTERNATES TO THE DELAWARE COUNTY COMMISSIONERS BOARD'S REPRESENTATIVE TO THE BOARD OF REVISION:**

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

Whereas, with Resolution No. 09-53 The Board Of Commissioners Approved The Appointment Of The Board's Representative To Various Boards And Commissions For 2009, and

Whereas, the Board of Revision appointment is Tommy Thompson, and

Whereas, the Board of Commissioners wishes to make alternate appointments for specific occurrences to the Board of Revision;

Therefore be it resolved, that the Board of Commissioners approve the following specific occurrence alternate appointments for the Board of Revisions:

Board of Revision alternate for October 20<sup>th</sup> and October 21, 2009 is Lisa Iannotta

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

**RESOLUTION NO. 09-1316**

**IN THE MATTER OF ACCEPTING THE TREASURER'S REPORT FOR THE MONTH OF SEPTEMBER 2009:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to accept the Treasurer's Report for the month of September 2009.

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

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

**RESOLUTION NO. 09-1317**

**IN THE MATTER OF DECLARING THE INTENT OF THE DELAWARE COUNTY COMMISSIONERS TO PROCEED WITH DISPUTE RESOLUTION FOR DELAWARE COUNTY:**

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

Whereas, Delaware County Commissioners and their employees regularly have to deal with controversial topics such as budgets, personnel issues, public policy, and public opinion, and;

Whereas, from time to time conflict is inevitable given the issues that County elected officials deal with on a daily basis, and;

Whereas if handled properly, conflict resolution can be a powerful tool to clarify communication, build stronger working relationships, and reach consensus, and;

Whereas, the Conflict Resolution Services for Government Officials Program provides a network of local officials who assist with the assessment and resolution of government disputes, and to date over seventy-three cases have been referred through the program, and;

Whereas the Program is administered by the Ohio Commission on Dispute Resolution and Conflict

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Management and is co-sponsored by the County Commissioners Association of Ohio, the Ohio Municipal League, and the Ohio Township Association, and;

Whereas, the intervention of outside parties can help provide a fresh approach to dealing with internal conflicts, and;

Whereas, for the betterment of all concerned it is in the best interest to bring in a mediation advocate to help improve communication and assist in reaching agreements to prevent disputes from escalating;

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

1. It is the intention of the Board of Delaware County Commissioners to move forward in scheduling a meeting with The Ohio Commission on Dispute Resolution and Conflict Management

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

**RESOLUTION NO. 09-1318**

**IN THE MATTER OF APPROVING A SPECIAL AMENDMENT TO THE FIFTH THIRD PROCESSING SOLUTIONS BANK CARD MERCHANT AGREEMENT BETWEEN FIFTH THIRD BANK AND THE DELAWARE COUNTY CLERK OF COURTS:**

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

WHEREAS, the Clerk of Courts recommends approval of the Special Amendment To The Fifth Third Processing Solutions Bank Card Merchant Agreement Between Fifth Third Bank And The Delaware County Clerk Of Courts;

NOW THEREFORE BE IT RESOLVED, that the Delaware County Board of Commissioners approves the Special Amendment To The Fifth Third Processing Solutions Bank Card Merchant Agreement Between Fifth Third Bank And The Delaware County Clerk Of Courts;

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

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

**RESOLUTION NO. 09-1319**

**IN THE MATTER OF APPROVING REAL ESTATE PURCHASE AGREEMENT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND SELLERS JEFFERY A. C. HAMRE AND SANDRA ANN HAMRE FOR SAWMILL PARKWAY:**

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

WHEREAS, the Engineer recommends approval of the following contract;

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

**CONTRACT OF SALE AND PURCHASE  
VACANT LAND/IMPROVEMENTS**

**WITNESSETH:** On this 19<sup>th</sup> day of October, 2009, Jeffery A. C. Hamre and Sandra Ann Hamre, whose address is 2873 Clark-Shaw Road, Powell, Ohio 43065, hereinafter, collectively the SELLER, in consideration of the mutual promises, agreements, and covenants herein do hereby grant, remise, and sell to the Board of County Commissioners of Delaware County, Ohio, whose address is 101 North Sandusky Street, Delaware, Ohio 43015, hereinafter the PURCHASER, the following described premises, hereinafter the PROPERTY, to wit:

See Attached Exhibit A (Property Description) 419-340-02-010-001  
21 WL and 21 WD Sawmill Parkway Extension

By this reference, Exhibit A is incorporated herein and made a part hereof as if fully rewritten herein.

**TERMS OF PURCHASE:**

1. PURCHASER promises and agrees to pay to the SELLER the total sum of Nine Thousand Dollars and no cents ( \$9,000.00) which total sum to be paid the SELLER pursuant to this CONTRACT shall be in exchange and constitute the entire compensation for all of the following:

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- (A) All title, rights, and interest in and to the PROPERTY; and,
- (B) For damages to any residual lands of the SELLER; and,
- (C) For SELLER's covenants herein; and,
- (D) For expenses related to the relocation of the SELLER, their family, and business; and,
- (E) For any supplemental instruments necessary for transfer of title.

It is understood and agreed that the SELLER is responsible for all delinquent taxes and assessments on the PROPERTY, including, but not limited to, penalties and interest and all other real estate taxes and assessments which are a lien on the PROPERTY on the date of closing. The current calendar year's taxes are to be prorated on an estimated basis to the date of acquisition of title or date of possession, whichever date is earlier. SELLER is also responsible for all future installments of special assessments levied and assessed against the PROPERTY, whether these special assessments have or have not been certified to the county auditor for collection, provided those installments are a lien on the PROPERTY at the date of transfer. The PURCHASER may hold in escrow a sufficient amount of the purchase money to satisfy the above items. Any balance remaining after taxes, assessments, etc. are discharged, shall be refunded to the SELLER and any deficiency shall be the responsibility of the SELLER.

2. Closing shall occur at a time and place agreed upon between the parties, but no later than 30 days after notification of the SELLER by the PURCHASER that PURCHASER is ready to close. All title and interest in the PROPERTY shall transfer from the SELLER to the PURCHASER and closing shall occur on or before, but no later than November 30, 2009. This date by which transfer and closing must occur may be modified via a signed writing mutually agreed upon by all parties to this CONTRACT.
3. SELLER agrees to transfer, sell, and convey, upon the fulfillment of all the obligations and terms of this CONTRACT, by a good and sufficient deed of general warranty of title, with full release of dower, to said PURCHASER, its successors and assigns, the PROPERTY in fee simple, together with all the appurtenances and hereditaments thereunto belonging and improvements now located thereon and all fixtures of every nature now attached or used with said land and improvements.
4. SELLER further agrees to release to the PURCHASER, its heirs, successors and assigns, any and all abutters rights or easements, including access rights to and from the PROPERTY, what ever the nature of such access rights, including but not limited to, across, in, over, upon, and above, appurtenant to any remaining lands of the SELLER not sold, transferred, or conveyed to the PURCHASER pursuant to this CONTRACT of which the PROPERTY now forms a part. (This paragraph applies to limited access parcels only.)
5. SELLER further agrees to execute supplemental instruments necessary for the construction and maintenance over, across, and upon the PROPERTY, necessary for the road, street, and/or highway project for which the PROPERTY was acquired.
6. SELLER further agrees to transfer, sell, and convey the PROPERTY with release of dower and warranting the same free and clear from all liens and encumbrances whatsoever, excepting zoning restrictions and public utility easements of record.
7. SELLER further agrees to assist wherever possible to procure, record, and deliver to the PURCHASER releases and cancellations of all interest in such title, including, but not limited to tenants, lessees or others now in possession, or in any manner occupying or having an interest in the PROPERTY, and all assessment claims against the PROPERTY.
8. Prior to acceptance by the PURCHASER, the execution of this CONTRACT by the SELLER shall constitute an offer to sell which shall continue for a period of twenty (20) days from the date of such execution. Upon acceptance of this CONTRACT by the PURCHASER within said period, it shall constitute a valid and binding CONTRACT of Sale and Purchase.
9. SELLER agrees that the PURCHASER may designate an escrow agent who shall act on behalf of both parties in connection with the consummation and closing of this CONTRACT.
10. SELLER also agrees that he will not destroy, change, alter, or damage the existing character of the PROPERTY. The SELLER understands and hereby assumes the risk of and any and all damage, change, or alteration that may occur to the PROPERTY between execution of this CONTRACT and the date the PURCHASER takes possession of the PROPERTY and hereby agrees to indemnify the PURCHASER for any and all such damage, change, or alteration that occurs.

In the event that any damage, change, alteration or destruction occurs to the PROPERTY resulting from any cause whatsoever, prior to the date possession is surrendered to the PURCHASER, the SELLER agrees to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER, or to accept the purchase price consideration, hereinabove stated, less

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the cost of restoration. In the event the SELLER refuses to restore the PROPERTY to the condition it was in at the time of the execution of this CONTRACT by the SELLER or to accept the money consideration less the cost of such restoration as hereinabove stated, the PURCHASER may, at its option after discovery or notification of such destruction, change, alteration, damage, removal, or injury, terminate this CONTRACT by signed written notice to said SELLER. In addition to termination of the CONTRACT, PURCHASER hereby preserves and may exercise any and all legal options, actions, causes, or remedies that are or may be available to the PURCHASER. Nothing in this provision or this CONTRACT shall be interpreted to limit the PURCHASER from exercising any such available legal options, actions, causes, or remedies.

11. Until such time as the SELLER completely vacates the PROPERTY, the SELLER agrees to indemnify, save and hold the PURCHASER, and all of its officers, employees, agents, servants, representatives, and volunteers free and harmless from any and all claims of liability, whatever the source or nature, related to the SELLER's use and occupation of the PROPERTY and from any and all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any accident or occurrence related in any manner to the SELLER's use or occupation of the PROPERTY. The SELLER shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the PURCHASER or any of its officers, employees, agents, servants, representatives, and volunteers by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.
12. The SELLER hereby acknowledges that the compensation or consideration specified in this CONTRACT represents and is the full and total amount of compensation and consideration that the SELLER will and is entitled to receive from the PURCHASER in exchange for, in relation to, and in connection with the transfer of the PROPERTY. The SELLER and the SELLER's heirs, executors, administrators, successors, and assigns hereby forever release the PURCHASER from any and all claims for any damages, injuries, or any additional compensation or consideration than is expressly provided for in this CONTRACT. The SELLER hereby further forever releases the PURCHASER from any and all claims the SELLER, and the SELLER's heirs, administrators, executors, successors, and assigns may make as related to the transfer of the PROPERTY, costs associated with the transfer of the PROPERTY, for any damage to any residue property as a result of the transfer, for any damage or injury suffered to the SELLER or the SELLER's business as a result of relocating from the PROPERTY, for expenses related to the relocation of the SELLER, their family, and business, or any other cost, damage, or injury, whatever the source or nature, associated with or the result of the transfer of the PROPERTY.
13. This CONTRACT shall be binding upon the SELLER and the SELLER's heirs, executors, administrators, successors and assigns, and shall inure to the benefit of the PURCHASER, its heirs, successors and assigns.
14. If any item, condition, portion, or section of this CONTRACT or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this CONTRACT and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
15. This CONTRACT shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this CONTRACT shall be filed in and heard before the courts of Delaware County, Ohio.
16. This CONTRACT and its Attachments shall constitute the entire understanding and agreement between the SELLER and the PURACHER, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
17. The subject headings of the paragraphs in this CONTRACT are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This CONTRACT shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

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

**RESOLUTION NO. 09-1320**

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

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

The 911 Communications Director recommends the approval of 80 hours of Leave-With-Out-Pay for Scott Sullivan with the 911 Department; effective date October 3, 2009.

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

**RESOLUTION NO. 09-1321**

**9:30AM RECONVENING OF PUBLIC HEARING FOR CONSIDERATION OF A PETITION REQUEST FROM THE BOARD OF GENOA TOWNSHIP TRUSTEES FOR THE DELAWARE COUNTY BOARD OF COMMISSIONERS TO RELEASE A RIGHT-OF-WAY EASEMENT ON LOT 7498 OF SHEFFIELD PARK, SECTION 3, PHASE A; TO RELEASE A RIGHT-OF-WAY EASEMENT ON LOT 1250 OF KNOFF SUBDIVISION NO. 2; AND TO VACATE A PLATTED, UNDEVELOPED PORTION OF RIGHT-OF-WAY OF LOT 1250 OF KNOFF SUBDIVISION NO. 2 (0.114 ACRES OF LOT 7498 SHEFFIELD PARK AND 0.210 ACRES OF RIGHT-OF-WAY OF TOWNSHIP ROAD 110-JAYCOX ROAD) IN GENOA TOWNSHIP:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to reconvene the Hearing at 9:30AM.

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

**RESOLUTION NO. 09-1322**

**IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

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

**RESOLUTION NO. 09-1323**

**IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF A PETITION REQUEST FROM THE BOARD OF GENOA TOWNSHIP TRUSTEES FOR THE DELAWARE COUNTY BOARD OF COMMISSIONERS TO RELEASE A RIGHT-OF-WAY EASEMENT ON LOT 7498 OF SHEFFIELD PARK, SECTION 3, PHASE A; TO RELEASE A RIGHT-OF-WAY EASEMENT ON LOT 1250 OF KNOFF SUBDIVISION NO. 2; AND TO VACATE A PLATTED, UNDEVELOPED PORTION OF RIGHT-OF-WAY OF LOT 1250 OF KNOFF SUBDIVISION NO. 2 (0.114 ACRES OF LOT 7498 SHEFFIELD PARK AND 0.210 ACRES OF RIGHT-OF-WAY OF TOWNSHIP ROAD 110-JAYCOX ROAD) IN GENOA TOWNSHIP:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to close the Hearing at 9:35AM.

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

**RESOLUTION NO. 09-1324**

**IN THE MATTER OF THE BOARD HEREBY GRANTING THE PRAYER OF THE PETITION VACATING THE SPECIFIED PORTION OF THE DEDICATED PLATTED RIGHT OF WAY OF JAYCOX ROAD AND THE LAND AS DESCRIBED SHALL BE RELEASED AND VACATED. FURTHERMORE, THE BOARD HEREBY DENIES THE PRAYER OF THE PETITION RELEASING THE SPECIFIED PORTION OF JAYCOX ROAD RIGHT OF WAY EASEMENT AND THE BOARD RETAINS THE RIGHTS TO THE ORIGINAL RIGHT OF WAY EASEMENT ON LOT 7498 OF SHEFFIELD PARK (0.114 ACRES) AND RETAINS AN EASEMENT OVER THE PORTION OF DEDICATED JAYCOX ROAD RIGHT OF WAY THAT IS VACATED BY THIS RESOLUTION (0.210 ACRES):**

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

Whereas, on September 3, 2009 the Delaware County Commissioners received a petition filed by the Genoa Township Trustees, requesting The Delaware County Board Of Commissioners To Release A Right-Of-Way Easement On Lot 7498 Of Sheffield Park, Section 3, Phase A; To Release A Right-Of-Way Easement On Lot 1250 Of Knoff Subdivision No. 2; And To Vacate A Platted, Undeveloped Portion Of Right-Of-Way Of Lot 1250 Of Knoff Subdivision No. 2 (0.114 Acres Of Lot 7498 Sheffield Park And 0.210 Acres Of Right-Of-Way Of Township Road 110-Jaycox Road) In Genoa Township; and

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Whereas, The Genoa Township Trustees passed the request of the petition with a Resolution dated August 12, 2009, and

Whereas, the request of the vacation is described below:

**DESCRIPTION OF A 0.114 ACRE TRACT  
FOR  
GENOA TOWNSHIP  
AND DELAWARE COUNTY  
AND  
KENNETH B. & MARY L. TOWERS**

Scioto Land Surveying Service

August 14, 2009

173 North Sandusky Street  
Delaware, Ohio 43015  
Phone: 740-369-7577  
FAX: 740-362-7577

Karen S. Coffman, P.S. 7845  
Istvan Gajary, P.S. 8183  
Retired, Frank Celio, P.S. 6612

Description of a 0.114 acre tract

For Genoa Township and Delaware County and Kenneth B. & Mary L. Towers

Situated in the Township of Genoa, County of Delaware, State of Ohio, being part of Farm Lot 4, Quarter-Township 2, Township 3, Range 17, in the United States Military Lands, and being part of Lot 7498, Sheffield Park Section 3 Phase A, as delineated in Plat Cabinet 4, Slide 3 and recorded in Official Records Volume 817, Page 2756 and being more particularly described as follows:

BEGINNING at an iron bar set at the southwest corner of the said Lot 7498, Sheffield Park, being on the new south right-of-way of Township Road 110 (Jaycox Road), also being in the original centerline of Township Road 110;

thence along the said new south right-of-way of Township Road 110, also being the northwesterly line of the said Lot 7498, Sheffield Park, 96.93 feet along a curve to the left, with a radius of 890.00 feet, a central angle of 06° 14' 24", and a chord which bears North 75° 21' 52" East 96.88 feet, to an iron bar set, being on the original north right-of-way of Township Road 110;

thence through the said Lot 7498, Sheffield Park, along the said original north right-of-way of Township Road 110, South 86° 35' 48" East 104.99 feet to an iron bar set, being on the new south right-of-way of Township Road 110;

thence along the said new south right-of-way of Township Road 110, also being the northeasterly line of the said Lot 7498, Sheffield Park, 48.64 feet along a curve to the left, with a radius of 205.00 feet, a central angle of 13° 35' 41", and a chord which bears South 48° 24' 40" East 48.53 feet, to an iron bar set, being the southeasterly corner of the said Lot 7498, Sheffield Park;  
thence along the south line of the said Lot 7498, Sheffield Park, also being the original centerline of Township Road 110 North 86° 35' 48" West 235.25 feet to the POINT OF BEGINNING;

containing 0.114 acres, being part of Lot 7498, Sheffield Park, now or formerly owned by Kenneth E. Towers and Mary L. Towers, as described in Official Records Volume 916, Page 94;

subject to all easements, restrictions, and rights-of-way, if any, of record;

Surveyed by Karen S. Coffman, Surveyor, Registration Number 7845 on July 24, 2009. Basis of bearings is Sheffield Park Section 3 Phase A, as delineated in Plat Cabinet 4, Slide 3, and recorded in Official Records Volume 817, Page 2756. All iron bars set are 5/8" in diameter, 30" in length, and are set with a plastic cap marked "SLSS PS 7845".

Karen S. Coffman, Surveyor  
Registration No. 7845



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**DESCRIPTION OF A 0.210 ACRE TRACT  
FOR  
GENOA TOWNSHIP  
AND  
DELAWARE COUNTY  
AND  
KENNETH E. & MARY L. TOWERS**

Scioto Land Surveying Service

August 14, 2009

173 North Sandusky Street  
Delaware, Ohio 43015  
Phone: 740-369-7577  
FAX: 740-362-7577

Karen S. Coffman, P.S. 7845  
Istvan Gajary, P.S. 8183  
Retired, Frank Celio, P.S. 6612

Description of a 0.210 acre tract  
for Genoa Township and Delaware County and Kenneth E. & Mary L. Towers

Situated in the Township of Genoa, County of Delaware, State of Ohio, being part of Farm Lot 4, Quarter-Township 2, Township 3, Range 17, in the United States Military Lands, and being part of the original right-of-way of Township Road 110 (Jaycox Road), dedicated in Knoff No. 2, as delineated in Plat Book 12, Page 64 and being more particularly described as follows:  
BEGINNING at a 1/2" iron bar found at the northwest corner of Lot 1250, Knoff No. 2, as delineated in Plat Book 12, Page 64, now or formerly owned by Kenneth E. Towers and Mary L. Towers, as described in Deed Book 578, Page 186, also being on the original south right-of-way of Township Road 110 (Jaycox Road);

thence North 03° 24' 10" East 19.68 feet to an iron bar set, being on the new south right-of-way of Township Road 110;

thence along the said new south right-of-way of Township Road 110, 44.24 feet along a curve to the left, with a radius of 890.00 feet, a central angle of 02° 50' 52", and a chord which bears North 79° 54' 29" East 44.23 feet, to an iron bar set, being the southwest corner of Lot 7498, Sheffield Park Section 3 Phase A, as delineated in Plat Cabinet 4, Slide 3, and recorded in Official Records Volume 817, Page 2756;

thence along the south line of the said Lot 7498, Sheffield Park, also being the original centerline of Township Road 110, South 86° 35' 48" East 235.25 feet to an iron bar set, being on the new south right-of-way of Township Road 110;

thence along the said new south right-of-way of Township Road 110, 112.30 feet along a curve to the left, with a radius of 205.00 feet, a central angle of 31° 23' 17", and a chord which bears South 70° 54' 09" East 110.91 feet, to an iron bar set, being on the north line of the said Lot 1250, Knoff No. 2;

thence along the said north line of Lot 1250, Knoff No. 2, also being the original south right-of-way of Township Road 110 North 86° 35' 48" West 385.03 feet to the POINT OF BEGINNING;

containing 0.210 acres, being part of the original right-of-way of Township Road 110 (Jaycox Road), dedicated in Knoff No. 2, as delineated in Plat Book 12, Page 64;

subject to all easements, restrictions, and rights-of-way, if any, of record;

Surveyed by Karen S. Coffman, Surveyor, Registration Number 7845 on July 24, 2009. Basis of bearings is Sheffield Park Section 3 Phase A, as delineated in Plat Cabinet 4, Slide 3, and recorded in Official Records Volume 817, Page 2756. All iron bars set are 5/8" in diameter, 30" in length, and are set with a plastic cap marked "SLSS PS 7845".

Karen S. Coffman, Surveyor  
Registration No. 7845

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Whereas, the Board of County Commissioners viewed the location of the petition request on October, 8<sup>th</sup>, 2009 at 1:30 PM; and

Whereas, the Board of County Commissioners held a Public Hearing for the petition request on October 12th, 2009 at 9:30AM, at the Office of the Board of County Commissioners, 101 North Sandusky Street Delaware, Ohio , and

Whereas, after hearing testimony from property owners and the report of County Engineer, the Board is prepared to issue its findings on the petition request.

Therefore, Be It Resolved, by the Board of Commissioners of Delaware County, Ohio find as follows:

1. Public Convenience And Welfare Would Not Be Served By The Release A Right-Of-Way Easement On Lot 7498 Of Sheffield Park, Section 3, Phase A; And Public Convenience And Welfare Would Not Be Served By The Release of A Right-Of-Way Easement On Lot 1250 Of Knoff Subdivision No. 2; (0.114 Acre easement on Lot 7498 Sheffield Park And 0.210 Acre easement on Lot 1250 of Knoff Subdivision No. 2 which is a portion of the Right-Of-Way Of Township Road 110-Jaycox Road In Genoa Township).
2. Public Convenience And Welfare Would Be Served By Vacating A Platted, Undeveloped Portion Of Right-Of-Way Of Lot 1250 Of Knoff Subdivision No. 2 (0.210 Acres of dedicated right of way of Township Road 110 - Jaycox Road in Genoa Township)
2. Accordingly, the Board hereby grants the prayer of the petition vacating the specified portion of the dedicated platted right of way of Jaycox Road and the land as described above shall be released and vacated. Furthermore, the Board hereby denies the prayer of the petition releasing the specified portion of Jaycox Road right of way easement and the Board retains the rights to the original right of way easement on Lot 7498 of Sheffield Park (0.114 acres) and retains an easement over the portion of dedicated Jaycox Road right of way that is vacated by this resolution (0.210 acres).
3. The vacated portion of this road shall pass in fee to the abutting landowners as provided by law.
4. The owner of Lot 1250 of Knoff Subdivision No. 2 shall submit an application to the Delaware County Auditor to combine Lot 7498 of Sheffield Park Subdivision, the .210 acre parcel created by this vacation and lot 1250 into one tax parcel to prevent subsequent individual transfer of these parcels.
5. The Delaware County Engineer shall cause an accurate survey and map to be made and filed with this board.
6. 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. Thompson    Aye      Mr. O'Brien      Aye      Mr. Hanks            Aye

**RESOLUTION NO. 09-1325**

**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. O'Brien, seconded by Mr. Hanks 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:

**Kiddie Academy**

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

This amendment, effective January 1, 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.

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Article 4. Cost and Delivery of Purchased Services:

Payment Rates:

Changes amount reimbursable from \$275,000 to \$325,000

**Toddler Inn**

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

This amendment, effective January 1, 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 1st 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 \$125,000 to \$200,000.

**T&J Junior Academy**

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

This amendment, effective January 1, 2009, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and T & J Junior Academy entered into on the 1st 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 \$90,000 to \$100,000.

**Natural Learning Montessori**

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 Natural Learning Montessori Academy entered into on the 1st day of January, 2009

**RATE CHANGES:**

	Hourly
Summer School Age	\$ 6.40

**Karen Bumpus**

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 Karen Bumpus entered into on the 1st day of January, 2009

**RATE CHANGES:**

	Full Time	Part Time	Hourly	
Infants	\$ 73.21	\$ 63.88	\$ 3.10	
Toddlers	\$ 91.31	\$ 57.61	\$ 2.93	
Pre-K	\$ 72.92	\$ 57.05	\$ 3.08	
School Age	\$ 59.81	\$ 42.57	\$ 3.64	
Summer	\$ 73.52	\$ 58.99	\$ 3.65	

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

**RESOLUTION NO. 09-1326**

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**IN THE MATTER OF AUTHORIZING THE ACCEPTANCE AND AWARDING OF THE BID AND APPROVING THE CONTRACT SUBMITTED BY THE CANYON CONSTRUCTION COMPANY FOR CDBG FORMULA 2008 ASHLEY FIRE HYDRANT IMPROVEMENTS:**

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

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Formula Program to Delaware County; and

WHEREAS, funding, in the amount of \$40,000 has been provided to Delaware County through the FY'08 CDBG Formula Program, Delaware County Revolving Loan Fund (RLF) has been approved in the amount up to \$5,000, and the Village of Ashley will pay \$5,000 for engineering cost, and

WHEREAS, the project went out to bid and Tara Lee, the engineer for Ashley, reviewed the bids received, and the bid submitted by Canyon Construction Company., in the amount of \$35,243.47 has been determined to be the lowest and best bid, and

Whereas, the Director of the Economic Development Department recommends approval.

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

- Section 1. That the Delaware County Board of Commissioners awards the bid to Canyon Construction Company to perform the Fire Hydrant Improvements as approved in the FY'08 CDBG Formula Grant.  
Section 2. That the Delaware County Board of Commissioners agrees to the funding up to \$40,000 from CDBG Formula 2008 grant, and Delaware RLF in the amount up to \$5,000.

Section 3. That this resolution shall take effect and be in force immediately after its passage.

**CONTRACT**

THIS AGREEMENT made this 19<sup>th</sup> day of October 2009, by and between, Canyon Construction Company, Inc. hereinafter called the "Contractor" and Delaware County Commissioners, hereinafter called the "Owner".

WITNESSETH, that the Contractor and the Owner for the considerations stated herein mutually agree as follows:

**ARTICLE 1.**      **Statement of Work.**

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services, and perform and complete all work required for Fire Hydrant Improvements.

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as followed.

The proposed work includes mobilization/demobilization, site restoration, pavement replacement, traffic control and (7) 6-inch Fire Hydrant replacement complete.

**ARTICLE 2.**      **The Contract Price.**

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum of up to Thirty-Five Thousand, Two-Hundred and Forty-Three and 47/100 (Dollars) \$35,243.47 subject to additions and deductions as provided in Section 109 hereof.

1. Choose term most applicable: a corporation organized and existing under the laws of the State of Ohio: a partnership consisting of N/A: and individual trading as N/A.
2. Supply principal items of Contract such as electrical, concrete, signs, caution tape and other items needed.

**ARTICLE 3.**      **Contract.**

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. Instructions to Bidders
- e. Signed copy of Bid

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- f. General Conditions, Parts I and II
- g. Special Conditions
- h. Technical Specifications
- i. Drawings (as listed in the Schedule of Drawings)

This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

**Article 4. Miscellaneous Terms & Conditions**

- 4.1 Contractor agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. Contractor also agrees that, as an independent contractor, Contractor assumes all responsibility for any federal, state, municipal, or other tax liabilities alone with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.
- 4.2 This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.
- 4.3 No term or provision of this Contract shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 4.4 If any item, condition, portion, or section of this Contract or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with to the fullest extent permissible under the law.
- 4.5 Contractor certifies that it has no outstanding findings for recovery pending or issues against it by the State of Ohio.
- 4.6 The contractor shall indemnify and hold harmless the county, its agents and employees from any and all losses, claims, damages, lawsuits, costs, judgments, expenses or any other liabilities which they may incur as a result of bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, caused in whole or part by the negligent act or omission of the contractor, any subcontractor, any person directly or indirectly employed by any of them or any person for whose acts any of them may be liable.

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

**RESOLUTION NO. 09-1327**

**IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF THE STATUS REPORT FOR THE  
COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FORMULA 2008 WITH THE OHIO  
DEPARTMENT OF DEVELOPMENT, OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS:**

It was moved by Mr. O'Brien, seconded by Mr. Hanks to authorize the submittal of the CDBG Formula 2008 Status Report:

WHEREAS, the Ohio Department of Development awarded \$143,000 in Fiscal Year 2008 Small Cities Community Development Block (CDBG) grant funds under the Formula Program to Delaware County; and

WHEREAS, funding to Delaware County through the FY08 CDBG Formula Program, is intended to assist communities within Delaware County with necessary and useful public programs, which are responsive to State and National program objectives and qualification criteria for this program, and

WHEREAS, the Ohio Department of Development requires Delaware County to submit a Status Report of the CDBG Formula 2008 for their review.

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

Section 1. The Delaware County Board of Commissioners hereby authorizes the submittal of the CDBG Formula 2008 Status Report for the period of March 3, 2009 – September 1, 2009 to Ohio Department of Development, Office of Housing and Community Partnership.

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

**RESOLUTION NO. 09-1328**

**IN THE MATTER OF AWARDING THE BID AND APPROVING AN AGREEMENT BETWEEN DELAWARE COUNTY AND PRO TECH MONITORING, INC. TO PROVIDE CERTAIN TECHNICAL AND PROFESSIONAL SERVICES AND CERTAIN PRODUCTS FOR ADULT COURT SERVICES :**

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

Whereas, Adult Court Service received Bids/Request For Proposals to Provide Certain Technical And Professional Services And Certain Products For Adult Court Services, and;

Whereas, three (3) companies submitted Bids/Request For Proposals, and

Whereas, after carefully reviewing the Bids/Request For Proposals received, the Bid/Request For Proposal submitted by Pro Tech Monitoring Inc. has been determined to be the lowest and best Bid/Request For Proposal to Provide Certain Technical And Professional Services And Certain Products For Adult Court Services; and

Whereas the lowest and best bidder offered more reliable software with superior cellular capabilities the Director of Adult Court Services recommends approval of the Pro Tech Monitoring, Inc agreement;

Now Therefore Be It Resolved that the Delaware County Board of Commissioners approves awarding the bid to Pro Tech Monitoring Inc. and approves The Pro Tech Monitoring, Inc Agreement.

**MASTER AGREEMENT  
FOR PROFESSIONAL SERVICES AND LEASED PRODUCTS**

THIS AGREEMENT is entered into this 19th day of October, 2009 (hereinafter "Effective Date") by and between Pro Tech Monitoring, Inc. (hereinafter "Contractor"), a Delaware corporation with its principal place of business located at 2549 Success Drive, Odessa, Florida, 33556 and Delaware County Adult Court Services (hereinafter "Agency"), with its principal headquarters or administrative offices located at 101 North Sandusky Street Delaware, Ohio 43015.

WHEREAS, the Agency desires to engage the Contractor to provide certain technical and professional services and certain products (hereinafter referred to as the "Project"); and

WHEREAS, the Contractor wishes to provide to Agency the technical and professional services and the products constituting the Project; and

WHEREAS, the Contractor and the Agency wish to establish a master agreement pursuant to which individual orders for products and services for the Project can be submitted by the Agency and accepted by the Contractor;

NOW, THEREFORE, in consideration of the foregoing and the respective promises of the parties set forth herein, the parties hereto do mutually agree as follows:

1. Contract Term

This Agreement shall begin on the Effective Date. The initial term of this Agreement is for 1 year (unless terminated as provided herein) from the Effective Date ("Initial Term").

2. Contract Renewal

The initial term of the agreement shall be for one year with three optional renewals.

3. Termination

- (a) After the expiration of all orders for leased products hereunder, this Agreement may be terminated without cause by either party by giving written termination notice to the other party at least sixty (60)

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days prior to the effective date of such termination unless a lesser time is mutually agreed upon by the parties. Said notice shall be delivered by Certified Mail (return receipt requested), or in person with proof of delivery.

- (b) In the event of a breach of this Agreement by Contractor, Agency shall notify Contractor who shall then have sixty (60) calendar days to cure said breach. In the event of a failure to cure, Agency may terminate this Agreement upon twenty-four (24) hours notice delivered as aforesaid.
- (c) In the event a breach of this Agreement occurs by Agency by reason of a non-payment, then Contractor shall notify Agency who shall then have ten (10) calendar days to cure said breach. In the event of a failure to cure, Contractor, in addition to exercising any other rights or remedies that may be available, may terminate this Agreement and any orders hereunder upon twenty-four (24) hours notice as aforesaid.
- (d) In the event a breach of this Agreement occurs by Agency for any reason other than non-payment, then Contractor shall notify Agency who shall then have thirty (30) calendar days to cure said breach. In the event of failure to cure, Contractor, in addition to exercising any other rights or remedies that may be available, may terminate this Agreement and any orders hereunder upon twenty-four (24) hours notice as aforesaid.

4. Order Procedure

- (a) During the term of this Agreement, individual orders for the products and services described in Section 5 below may be submitted from time to time by Agency to Contractor and accepted by Contractor under the terms and conditions of this Agreement.
- (b) Each Order will be subject to the terms and conditions of this Agreement. Any additional terms and conditions included in an Order will not be applicable or effective for any purpose unless such terms and conditions are specifically accepted by an authorized officer of Contractor as indicated by the signature of such officer on the Order.

5. Products and Services

Contractor will provide the following services pursuant to Orders submitted by Agency and accepted by Contractor hereunder:

- (a) Contractor will maintain 24-hour, 7-day per week monitoring of individuals referred by Agency (hereinafter "Offenders").
- (b) Agency will be responsible for data entry and data termination. Contractor will be responsible for all data storage and transmission of monitoring data for all cases entered into the database by Agency. Data entry consists of entering all required computer demographic, curfew, Offender rules, notification actions and configuration data on each case based upon information provided by Agency. Upon an Offender's completion of the monitoring term, Contractor will archive a termination record of all transmission data during the monitoring term for the term of this Agreement.
- (c) Contractor will initiate notification of Offender's violations to authorized and identified Agency staff via established communications infrastructure.
- (d) Offender violation and equipment status information will be documented and maintained by Contractor during the term of this Agreement. Agency will have secured access to Offender data that is specifically under the supervision of said Agency.
- (e) Contractor will provide initial training for Agency staff prior to the commencement of the monitoring program. Agency may choose to seek additional and/or subsequent periodic training. Actual out-of-pocket expenses for all additional and/or subsequent periodic training, including Contractor staff personnel's travel, meals, board, and miscellaneous expenses will be borne by Agency.
- (f) Contractor will provide spare units in the ratio of 15% of active units. Spare units in excess of 15% will be billed at the active unit rate.
- (g) Contractor will lease units to Agency following completion of all required training courses.
- (h) Contractor will provide a Schedule of Leased Equipment (a sample of which is attached as Exhibit A) for all units shipped to Agency. Agency is responsible for promptly executing this agreement and returning to Contractor.

6. Compensation

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- (a) Contractor shall be paid as per the pricing matrix for the Smart System attached hereto as Exhibit B. Payment terms are set forth in Section 8 below. Contractor will invoice Agency for the minimum number of SMART System kits as defined in Exhibit B.
- (b) Agency will pay for the costs associated with replacing lost, stolen or irreparably damaged leased units at the prices established in Exhibit B.

7. Title: Shipping and Damage to Leased Products

Title to all leased products will remain with Contractor. Contractor shall pay for the cost associated with standard ground shipping of leased products and replacement equipment to and from the Agency's designated delivery location. A shipment certificate will be signed by Contractor at the time products are delivered to the company that has been retained to transport and deliver the products to Agency. Any cost associated with damage to products prior to the signing of the shipment certificate by Contractor will be borne by the Contractor. Any damages incurred to leased products after the signing of the shipment certificate by Contractor shall be the responsibility of the Agency. Leased products will be returned to Contractor upon expiration of the lease term in their original condition with the exception of reasonable wear and tear

8. Payment Terms and Taxes

Payments shall be made to Contractor at 2549 Success Drive, Odessa, Florida 33556. Contractor will issue monthly invoices to Agency for the applicable lease and service charges plus any applicable sales, use or property taxes that Contractor is required to collect and/or pay on the products or services provided to Agency hereunder. Agency shall pay to Contractor the total amount of each such invoice within thirty (30) days after the date of the invoice. Contractor reserves the right to charge late payments.

9. Warranties and Limitation of Liabilities

- (a) Contractor warrants that it has the right to lease the products and provide the services to Agency hereunder. Contractor makes no other warranties regarding the products or services provided hereunder, expressed or implied; and contractor specifically excludes any warranty of merchantability and fitness of its products and services for a particular purpose.
- (b) Contractor expressly disclaims any warranty that its monitoring service or its system is impervious to tampering. In no event will Contractor be liable for any direct or indirect damages in connection with or arising out the providing, performance or use of the products or services provided under the terms of this agreement or any orders hereunder. In no event does Contractor assume or bear any responsibility or liability for acts that may be committed by Offenders or persons subject to or using its products.
- (c) Contractor shall not be liable for any failure or delay in performance hereunder which is due in whole or in part to any cause beyond its control.
- (d) It is understood that the responsibility for designating levels of monitoring for each Offender shall be that of the Agency. Any failure of the Agency to designate a proper level of monitoring for any Offender shall be the responsibility of the Agency.
- (e) It is understood that the Contractor relies upon the infrastructure and services of certain third parties, such as communications systems; and the system services provided by the Contractor may be subject to the latency and failure of these third party infrastructures or services. The Contractor does not warrant, nor is it liable for any latency or failures of these third party infrastructures or services.
- (f) It is understood that the responsibility of Contractor ends with respect to violations upon reporting of same. The responsibility thereafter for handling the Offender shall be that of the Agency. In the event of a failure of the Agency to properly react to a report, restrict activity or otherwise fail to take action with respect to an Offender, the responsibility shall be that of the Agency.
- (g) Agency acknowledges the warranties and liabilities disclaimed in Section 9 and it is agreed that Contractor shall not be liable for the acts of Offenders while being monitored in connection with this Agreement.

10. Confidentiality

The parties acknowledge and agree that they are in a confidential relationship except as otherwise required by R.C. Section 149.43. The parties further acknowledge that it may, at sometime become necessary to exchange confidential and/or proprietary information. The parties agree that should it



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become necessary to exchange such information, each party will endeavor to enter into a standard Confidentiality and Non-Disclosure Agreement prior to the exchange of said information.

11. Other Terms and Conditions

- (a) Proprietary Property: All leased products and other hardware, including but not limited to replacement units, and all software provided under this Agreement shall only be serviced and/or repaired by the Contractor. Said leased products or other items being provided under this Agreement shall not be used by any other party or concern other than for the fulfillment of the obligations of this Agreement. None of the leased products or items provided under this Agreement shall be used by any other service provider or third party for any other purpose including, but not limited to, monitoring services. Title to leased products and licensed software shall at all times remain with Contractor. Agency shall receive only a non-exclusive and non-transferable right and license to use any software provided under this Agreement during the term hereof.
- (b) Amendments: Any changes to this Contract shall be in writing and signed by authorized representatives of Contractor and Agency.
- (c) Law Applicable: This Agreement is made under and shall be construed in accordance with the laws of the State of Ohio. By executing this Agreement, Contractor and Agency agree to submit themselves to the jurisdiction of the courts of the State of Ohio that the venue shall be in Delaware County, Ohio for all matters arising or to arise hereunder.
- (d) Copyright: Contractor is free to copyright any books, publications or other copyrightable materials developed in the course of or under this Agreement and all such material as well as data information is and shall remain the property of Contractor.
- (e) Scope of Agreement: This Agreement is limited in its scope to its defined purpose. It in no way implies that either party has specific knowledge or bears responsibility for the business practices of the other party. All business practices and contract compliance outside the defined conditions of this Agreement and authorized amendments are the sole responsibility of each party.
- (f) Other Terms and Conditions: Any provision of this Agreement which is found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of this Agreement to the extent that is possible. Preprinted terms and conditions of any purchase orders, bills of lading, invoices, receipts or other documents issued by Contractor in connection with this Agreement which are in addition to the terms and conditions of this Agreement shall be considered as incorporated herein and will remain binding. Any preprinted terms and conditions of any purchase order, bill of lading, invoice, receipt or other document issued by Agency will not be binding on Contractor and will not apply to this Agreement.
- (g) Interpretation of Agreement: Each party has cooperated in the drafting and preparation of this Agreement. Therefore, this Agreement shall not be construed in favor of or against any party.
- (h) Entirety of Agreement: This Agreement constitutes the entire agreement between the parties regarding the subject matter hereof and replaces any and all prior agreements, whether written or oral. No prior or contemporaneous negotiations, understandings, or agreements shall be valid unless in writing and signed by authorized representatives of each party.
- (i) Assignment/Sublease: Agency may not assign this Agreement or any order hereunder or sublease the products without the prior written consent of Contractor.
- (j) Data: Contractor may make tracking and offender information available to law enforcement agencies upon request for use in crime analysis and crime investigation.

PRICING

SMART ACTIVE ONE PIECE TRACKING	
<b>Supervision Level</b>	<b>Active</b>
<b>Stored Points-Normal</b>	<b>1 every minute</b>
<b>Stored Points in Violation</b>	<b>1 every 15 seconds</b>
<b>Frequency of Communication</b>	<b>Every 60 minutes under normal conditions / Immediately upon violation</b>
Pricing - Lease price per day/ per unit	
<b>\$6.50</b>	

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<b>REPLACEMENT COST</b>	
<b>WMTD \$1100.00</b>	
<b>SMART ALERT ONE PIECE TRACKING</b>	
<b>Supervision Level</b>	<b>ALERT</b>
<b>Stored Points-Normal</b>	<b>1 every minute</b>
<b>Stored Points in Violation</b>	<b>1 every 15 seconds</b>
<b>Frequency of Communication</b>	<b>Every 60 minutes under normal conditions / Immediately upon any 2 selected violations</b>
<b>Pricing - Lease price per day/ per unit</b>	
<b>\$6.50</b>	
<b>REPLACEMENT COST</b>	
<b>WMTD \$1100.00</b>	
<b>SMART PASSIVE ONE PIECE TRACKING</b>	
<b>Supervision Level</b>	<b>Passive</b>
<b>Stored Points-Normal</b>	<b>1 every minute</b>
<b>Stored Points in Violation</b>	<b>1 every 15 seconds</b>
<b>Frequency of Communication</b>	<b>Every 6 Hours</b>
<b>Pricing - Lease price per day/ per unit</b>	
<b>\$5.50</b>	
<b>REPLACEMENT COST</b>	
<b>WMTD \$1100.00</b>	

**APPENDIX**

Pro Tech Monitoring, Inc. Certifies It Is An Equal Opportunity Employer And Shall Remain In Compliance With State And Federal Civil Rights And Nondiscrimination Laws And Regulations Including But Not Limited To Title Vi, And Title Vii Of The Civil Rights Act Of 1964 As Amended, The Rehabilitation Act Of 1973, The Americans With Disabilities Act, The Age Discrimination Act Of 1975, The Age Discrimination In Employment Act, As Amended, And The Ohio Civil Rights Law.

During The Performance Of This Contract, Pro Tech Monitoring, Inc. Will Not Discriminate Against Any Employee, Contract Worker, Or Applicant For Employment Because Of Race, Color, Religion, Sex, Sexual Orientation, National Origin, Ancestry, Disapro Tech Monitoring, Inc.Lity, Vietnam-Era Veteran Status, Age, Political Belief Or Place Of Pro Tech Monitoring, Inc.Rth. Pro Tech Monitoring, Inc. Will Take Affirmative Action To Ensure That During Employment, All Employees Are Treated Without Regard To Race, Color, Religion, Sex, Sexual Orientation, National Origin, Ancestry, Disability, Vietnam-Era Veteran Status, Age, Political Belief Or Place Of Birth. These Provisions Apply Also To Contract Workers. 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. Pro Tech Monitoring, Inc. Agrees To Post In Conspicuous Places, Available To Employees And Applicants For Employment, Notices Stating Pro Tech Monitoring, Inc. Complies With All Applicable Federal And State Non-Discrimination Laws.

Pro Tech Monitoring, Inc., Or Any Person Claiming Through Pro Tech Monitoring, Inc., Agrees Not To Establish Or Knowingly Permit Any Such Practice Or Practices Of Discrimination Or Segregation In Reference To Anything Relating To This Contract, Or In Reference To Any Contractors Or Subcontractors Of Said Pro Tech Monitoring, Inc..

Nothing In This Contract Is Intended To, Or Shall Be Deemed To Constitute A Partnership, Association Or Joint Venture With Pro Tech Monitoring, Inc.. Pro Tech Monitoring, Inc. Shall At All Times Have The Status Of An Independent Contractor Without The Right Or Authority To Impose Tort, Contractual Or Any Other Liapro Tech Monitoring, Inc.Lity On Client.

All Notices, Elections Of Or Other Communications Authorized, Required Or Permitted Hereunder Shall Be Made In Writing, And Shall Be Deemed Given When Personally Delivered Or When Deposited, U.S. Certified Mail, Postage Prepaid, Return Receipt Requested And Addressed As Follows:

**TO DELAWARE COUNTY: DELAWARE COUNTY  
 ADULT COURT SERVICES**

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22 COURT STREET  
 DELAWARE, OHIO 43015

TO PRO TECH MONITORING, INC.:  
 PRO TECH MONITORING, INC.  
 2549 SUCCESS DRIVE  
 ODESSA, FLORIDA 33556  
 (727) 484-3100

Pro Tech Monitoring, Inc. 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, Pro Tech Monitoring, Inc. Agrees Make Such Certification By Completing The Declaration Of Material Assistance/Nonassistance Described In R.C. § 2909.33(A) And Understands That This Agreement Is Contingent Upon Full Completion Of Such Certificate And “No” Being The Response To All Questions In The Declaration Portion Of The Certificate. Such Certification Is Attached To This Agreement And By This Reference Made A Part Of This Agreement.

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

**RESOLUTION NO. 09-1329**

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

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

The Director of the EMS Department recommends the promotion and approval of the accompanying pay raise for Glen Keating a Full-Time Paramedic with the EMS Department; effective date November 2, 2009.

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

**RESOLUTION NO. 09-1330**

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

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

The Director of the Administrative Department recommends the promotion and approval of the accompanying pay raise for Robert Ferguson the Dog Warden; effective date October 19, 2009.

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

**RESOLUTION NO. 09-1331**

**IN THE MATTER OF APPROVING AN AMENDMENT TO COUNTY SICK LEAVE POLICY:**

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

**DELAWARE COUNTY**

Subject	Effective	Supersedes	This Sheet	Total
Sick Leave Policy Amendment For Influenza Pandemic	10/19/09		1	3

1.0 Purpose

To establish a consistent method of authorizing employee sick leave, allowing proper uses of sick leave and eliminating inappropriate use or abuse of sick leave for the time period covering the Center for Disease Control's declared H1N1 influenza pandemic. This amendment will be in effect until April 1, 2010, unless otherwise cancelled or extended by the Board of County Commissioners.

2.0 Scope

This policy pertains to all departments operating under the authority of the Delaware County Board of Commissioners and is in effect for the time period set forth in the preceding paragraph.

3.0 Distribution

This policy shall be distributed to all departments operating under the authority of the Delaware County Board

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of Commissioners

4.0 Definitions

ILI – Influenza Like Illness is defined by a fever of over 100 degrees with a cough and/or sore throat. Other symptoms include chills, body aches, fatigue, headache, stuffy or runny nose and sneezing. Diarrhea and vomiting may also accompany these symptoms, but are not exclusive symptoms of ILI.

5.0 Policy

A. Focus of Sick Leave

Sick leave is a benefit provided to public employees to aid them in offsetting the financial burden of illness. Employees are expected to be in attendance daily, and sick leave is only to be used in cases of illness, pregnancy, injury, exposure to communicable disease, or illness, injury, or death in the employee's immediate family. However, Delaware County encourages employees to stay home and not come to work during a declared influenza pandemic if the employee is experiencing ILI and/or if a member of the employees' family is experiencing ILI and the employee is needed to care for them. Delaware County reserves the right to send employees home from work (if they are exhibiting symptoms of ILI) when it is felt that it is in the best interest of the department. Employees do not have to stay home if a family member is experiencing ILI and does not need care.

B. Appropriate Uses of Sick Leave

Per Section 124.38 of the Ohio Revised Code, an employee may use sick leave, provided a credit balance is available, upon approval from the immediate supervisor, for absences due to:

- Illness or injury of the employee or a member of his or her immediate family;
- Medical, dental, psychological, or optical examinations of the employee or the employee's immediate family that cannot be scheduled outside of normal working hours. This includes appointments for obtaining an influenza vaccine.

C. Notification

An employee requesting sick leave is required to contact his or her immediate supervisor as soon as possible but no later than one-half (1/2) hour after the employee's regularly scheduled start time to inform him/her as to the nature and reason for the sick leave request unless emergency conditions prevent such notification. In addition, if an employee begins experiencing ILI symptoms while at work, employees should notify their supervisor immediately and take all reasonable steps to go home.

The employee may be required to complete the appropriate Family and Medical Leave Act (FMLA) notification forms (following FMLA policy guidelines) and a request for leave form requesting leave when an FMLA qualifying event occurs and/or when the employee learns that a FMLA qualifying event will occur. However, during the period of time covered by the 2009-2010 influenza season and the H1N1 influenza pandemic, directors and supervisors, upon consultation with the Department of Human Resources, have the discretion as to whether or not to consider the absence a qualifying event for FMLA purposes.

D. Physician's Certification

A physician's certificate specifying the employee's eligibility to work and/or the probable date of recovery will be required when an employee has been absent for more than three (3) consecutive days. However, during the time period of a CDC declared influenza pandemic, directors and supervisors, are encouraged to waive this requirement if the employee is suffering from ILI or has a family member experiencing ILI. The County reserves the right to require the physician's certification from any employee if deemed necessary.

E. Use of Vacation and/or Compensatory Time

Vacation leave and compensatory time may be used for absences that could properly be covered by sick leave, at the employee's request and with the approval of the immediate supervisor, once sick leave hours have been exhausted. If an employee has no remaining sick leave, vacation or compensatory time, then the employee may request and upon the approval of the County Administrator, leave without pay for up to eighty (80) hours. Additional leave without pay may be granted at the discretion of the appointing authority. However, directors and supervisors are required to counsel the employee on the importance of maintaining sufficient leave balances, the fact that being present and able to work is a job expectation and that future absenteeism may not be tolerated.

F. Family Medical Leave Act (FMLA) (Refer to the FMLA Policy for additional information.)

As stated above, directors and supervisors, in consultation with the Department of Human Resources shall

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have discretion in the event of an employee with ILI, to determine whether or not it is a qualifying event for FMLA.

**G. Fraudulent Use and Abuse of Sick Leave**

Employees will be subject to disciplinary action up to and including termination for inappropriate and/or fraudulent use of sick leave, including but not limited to the following: fraudulently obtaining sick leave; falsifying sick leave request; documentation of records; misrepresenting the grounds for a sick leave request; or using sick leave for an improper purpose. Using sick leave for purposes including but not limited to vacation, travel or recreation purposes, or to pursue or maintain other employment, will be deemed an inappropriate and/or fraudulent use of sick leave that will subject the employee to discipline up to and including termination.

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

**COMMISSIONERS' COMMITTEES REPORTS**

**(Refer To Cd Minutes For Entire Record)**

**Commissioner O'Brien**

- Attended The LEPC Meeting; Mock Bus In River Practice
- Attended A Community Action Organization Meeting

**Commissioner Hanks**

- Thanks Ms. Iannotta For The Grant Writer Information
- OSU And Dodgers

**Commissioner Thompson**

- Has Been Invited To Attend A Kiwanis Club Meeting To Go Over Siren Issues

**RECESS TILL 1:00PM FOR BUDGET HEARINGS**

**RECONVENE THE MEETING – 2010 BUDGET HEARINGS**

**SHERIFF**

Recess

**EMS**

Recess

**RECORDER**

**COMMISSIONERS**

Recess

**COMMON PLEAS COURT-KRUEGER**

**RECESSING THE BUDGET HEARINGS UNTIL 2:00 PM ON OCTOBER 20, 2009:**

**2:00PM OCTOBER 20<sup>TH</sup>, 2009- RECONVENED THE MEETING – 2010 BUDGET HEARINGS**

**ENGINEER**

**SOIL AND WATER CONSERVATION DISTRICT**

**CSEA**

**BOARD OF ELECTIONS**

**RECESSING THE BUDGET HEARINGS UNTIL 1:00 PM ON OCTOBER 21, 2009:**

**1:00PM OCTOBER 21<sup>TH</sup>, 2009- RECONVENED THE MEETING – 2010 BUDGET HEARINGS**

**OSU EXTENSION**

Recess

**FAIR BOARD**

Recess

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**LAW LIBRARY**

**RECESSING THE BUDGET HEARINGS UNTIL 9:00 AM ON OCTOBER 22, 2009:**

**9:00AM OCTOBER 22, 2009- RECONVENED THE MEETING – 2010 BUDGET HEARINGS**

**CORONER**

**RESOLUTION NO. 09-1332**

**IN THE MATTER OF ADJOURNING THE OCTOBER 19, 2009, COMMISSIONER’S SESSION THAT WAS CONTINUED TO OCTOBER 20, 21, AND 22, 2009:**

It was moved by Mr. O’Brien and seconded by Mr. Hanks to adjourn the meeting.

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

\_\_\_\_\_  
Todd Hanks

\_\_\_\_\_  
Ken O’Brien

\_\_\_\_\_  
Tommy Thompson

\_\_\_\_\_  
Letha George, Clerk to the Commissioners