

COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD DECEMBER 23, 2009

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

Present: Todd Hanks, Tommy Thompson

Absent: Ken O'Brien

9:45 AM Public Hearing Regarding The Issuance Of One Or More Series Of Health Care Facilities Revenue Bonds Benefiting Willow Brook Christian Communities By The County Of Delaware, Ohio

RESOLUTION NO. 09-1569

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD DECEMBER 17, 2009:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on December 17, 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. Hanks Aye Mr. O'Brien Absent

PUBLIC COMMENT

(Refer To CD Minutes For Entire Record)

Mona Reilly, Director Job And Family Services; Information On Families Supported During This Holiday Season.

RESOLUTION NO. 09-1570

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1222, MEMO TRANSFERS IN BATCH NUMBERS MTAPR1222 AND PROCUREMENT CARD PAYMENTS IN BATCH NUMBER PC1222:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1222, memo transfers in batch numbers MTAPR1222, Procurement Card Payments in batch number PC1222 and Purchase Orders as listed below:

| Vendor | Description | Account | Amount |
|----------------------|---------------|---------------|-------------|
| PO Increases | | | |
| Facilities | Postage | 22411605-5331 | \$ 5,273.85 |
| New Horizons | Tuition | 22311611-5348 | \$ 1,601.00 |
| Jessica Cleavenger | Child Care | 22511607-5348 | \$ 1,037.97 |
| Voucher | | | |
| New Horizons | Tuition | 22311611-5348 | \$ 3,031.00 |
| Jessica Cleavenger | Child Care | 22511607-5348 | \$ 1,037.97 |
| Memo Transfer | | | |
| From | | TO: | |
| Job and Family | Facilities | Postage | \$5,282.23 |
| 22411605-5331 | 10011105-5331 | | |

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

RESOLUTION NO. 09-1571

IN THE MATTER OF APPROVING THE FOLLOWING LIST OF CARRY-OVER PURCHASE ORDERS FOR 2010:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following list of carry-over purchase orders for 2010:

SEC VENDOR ITEM

ORG

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| CODE | # | # | QTY | DESCRIPTION | KEY | OBJECT |
|------|--------|---|-----------|-----------------------------------|----------|--------|
| COR | V00394 | 1 | 3,400.00 | CORONER CALLS RODMAN | 10030301 | 5342 |
| COR | V00955 | 1 | 18,500.00 | AUTOPSIES FRANKLIN COUNTY CORONER | 10030301 | 5342 |

| SEC CODE | VENDOR # | ITEM # | QTY | DESCRIPTION | ORG KEY | OBJECT |
|-------------|-------------|-----------|-----------|--------------------|------------|--------|
| CSEA | V02920 | 1 | 350.00 | COPIES | 23711630 | 5313 |
| CSEA | D00025 | 1 | 350.00 | TELEPHONE SERVICES | 23711630 | 5330 |
| CSEA | D00008 | 1 | 15,000.00 | COURT CONTRACT | 23711630 | 5360 |
| CSEA | D00009 | 1 | 2,000.00 | COURT CONTRACT | 23711630 | 5360 |
| CSEA | D00030 | 1 | 30,000.00 | COURT CONTRACT | 23711630 | 5360 |
| CSEA | D00041 | 1 | 3,000.00 | ATTORNEY COST | 23711630 | 5301 |
| CSEA | D00050 | 1 | 15,000.00 | CONTRACT | 23711630 | 5301 |
| CSEA | V18946 | 1 | 350.00 | MISC SUPPLIES | 23711630 | 5201 |
| CSEA | V04208 | 1 | 350.00 | LOCATES | 23711630 | 5301 |
| CSEA | V08539 | 1 | 350.00 | COMPUTER SOFTWARE | 23711630 | 5301 |

| SEC CODE | VENDOR # | ITEM # | QTY | DESCRIPTION | ORG KEY | OBJECT |
|-------------|-------------|-----------|------------|---|------------|--------|
| 911 | V15280 | 1 | 7,000.00 | TORNADO SIREN CONTROL BOX FOR CONSOLIDATION | 21411306 | 5328 |
| 911 | V14438 | 1 | 4,500.00 | CAD INTERFACE FOR CONSOLIDATION | 21411306 | 5328 |
| 911 | V05836 | 1 | 4,966.90 | PROCUREMENT CARD | 21411306 | 5200 |
| 911 | V08694 | 1 | 472,623.00 | 800MHZ CHAT CHANNEL ADD ON | 21411306 | 5450 |
| 911 | V04099 | 1 | 93,595.00 | NEW 911 AUDIO RECORDER SYSTEM | 21411306 | 5450 |
| 911 | V00288 | 1 | 6,383.10 | MAINTENANCE AND REPAIR OF EQUIPMENT | 21411306 | 5328 |
| 911 | V00288 | 2 | 350.00 | EQUIPMENT PARTS | 21411306 | 5270 |
| 911 | V17182 | 1 | 1,140.58 | TELEVISIONS FOR 911 CENTER | 21411306 | 5250 |
| 911 | TBD | 1 | 14,589.00 | JAIL & DOOR MONITORING CONTROL SYSTEM | 21411306 | 5328 |

| SEC CODE | VENDOR # | ITEM # | QTY | DESCRIPTION | ORG KEY | OBJECT |
|-------------|-------------|-----------|-----------|-------------------------------------|------------|--------|
| PBDF | V08523 | 1 | 34,431.02 | CARRYOVER PUBLIC DEFENDER ATTORNEYS | 10011202 | 5301 |

| SEC CODE | VENDOR # | ITEM # | QTY | DESCRIPTION | ORG KEY | OBJECT |
|-------------|-------------|-----------|----------|---------------|------------|--------|
| COMM | V01171 | 1 | 2,500.00 | JUROR REIMB | 10029203 | 5360 |
| COMM | V01171 | 2 | 300.00 | WITNESS REIMB | 10029203 | 5360 |

| SEC CODE | VENDOR # | ITEM # | QTY | DESCRIPTION | ORG KEY | OBJECT |
|-------------|-------------|-----------|-----------|-------------------------------------|------------|--------|
| ECON | D00078 | 1 | 1,302.86 | FORMULA 2008-ADMIN | 23011703 | 5365 |
| ECON | V13450 | 1 | 16,419.45 | FORMULA 2008 STREET IMPROVEMENTS | 23011703 | 5365 |
| ECON | V13450 | 2 | 9,100.00 | FORMULA 2008 STREET IMPROVEMENTS | 23111709 | 5365 |
| ECON | V13781 | 1 | 5,544.00 | DCHIP SERVICES | 23111711 | 5365 |
| ECON | V19242 | 1 | 40,000.00 | FORMULA 2008 ASHLEY FIRE HYDRANTS | 23011703 | 5365 |
| ECON | V19242 | 2 | 5,000.00 | FORMULA 2008 ASHLEY FIRE HYDRANTS | 23111709 | 5365 |
| ECON | V11280 | 1 | 14,321.00 | FORMULA 2008 SUNBURY ADA PLAYGROUND | 23011703 | 5365 |

| SEC CODE | VENDOR # | ITEM # | QTY | DESCRIPTION | ORG KEY | OBJECT |
|-------------|-------------|-----------|-----|-------------|------------|--------|
|-------------|-------------|-----------|-----|-------------|------------|--------|

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| | | | | | | |
|-----|--------|---|-----------|------------------------|----------|------|
| COM | V05002 | 1 | 2,500.00 | ERIE TRAIL DESIGN | 23811001 | 5301 |
| COM | V09575 | 1 | 4,500.00 | COURTHOUSE LIGHTING | 40111402 | 5268 |
| COM | D00003 | 1 | 5,000.00 | COUNTY HOME | 10011501 | 5350 |
| COM | V04625 | 1 | 350.00 | WHITNEY INK | 10011101 | 5313 |
| COM | V04882 | 1 | 400.00 | LEGAL ADVERTISEMENT | 10011101 | 5312 |
| COM | V11829 | 1 | 350.00 | MAINTENANCE CONTRACT | 10011101 | 5325 |
| COM | V01113 | 1 | 2,000.00 | CHAMBER MEMBERSHIP | 10011102 | 5308 |
| COM | D00009 | 1 | 850.00 | CSEA CONTRACT | 10011102 | 5360 |
| COM | D00030 | 1 | 12,000.00 | CSEA CONTRACT | 10011102 | 5360 |
| COM | D00041 | 1 | 2,500.00 | CSEA CONTRACT | 10011102 | 5360 |
| COM | V04797 | 1 | 10,000.00 | STATE AUDIT | 10011102 | 5301 |
| COM | V04065 | 1 | 7,500.00 | LEGAL SERVICES | 10011102 | 5361 |
| COM | V14977 | 1 | 36,000.00 | SECURITY SERVICES | 10011102 | 5301 |
| COM | V04797 | 1 | 33,000.00 | BCMh CRIPPLED CHILDREN | 10011102 | 5319 |
| COM | D00008 | 1 | 4,000.00 | CSEA CONTRACT | 10011102 | 5360 |
| COM | V12767 | 1 | 1,000.00 | LEGAL SERVICES | 10011102 | 5361 |
| COM | V05130 | 1 | 350.00 | TB MEDICATIONS | 10011102 | 5243 |

| SEC CODE | VENDOR # | ITEM # | QTY | DESCRIPTION | ORG KEY | OBJECT |
|----------|----------|--------|-----------|-----------------------------------|----------|--------|
| FAC | V04782 | 1 | 2,405.72 | CELL PHONE USAGE | 10011105 | 5330 |
| FAC | V05836 | 1 | 3,000.00 | PROCUREMENT CHARGES FOR MATERIALS | 10011105 | 5200 |
| FAC | V02029 | 1 | 500.00 | JANITORIAL SUPPLIES | 10011105 | 5201 |
| FAC | V04774 | 1 | 5,000.00 | ELECTRIC BILLS | 10011105 | 5338 |
| FAC | V04939 | 1 | 5,200.00 | NATURAL GAS BILLS | 10011105 | 5338 |
| FAC | V04955 | 1 | 210.00 | MAT RENTAL | 10011105 | 5328 |
| FAC | V04955 | 2 | 277.00 | UNIFORM RENTAL | 10011105 | 5328 |
| FAC | V07996 | 1 | 1,378.30 | SERVICE CENTER OIL | 10011106 | 5228 |
| FAC | V01375 | 1 | 28,500.00 | GASOLINE AND DIESEL FUEL | 10011106 | 5228 |
| FAC | V01170 | 1 | 1,000.00 | VEHICLE PARTS | 10011106 | 5228 |
| FAC | V04924 | 1 | 350.00 | VEHICLE PARTS | 10011106 | 5228 |
| FAC | V04832 | 1 | 350.00 | GASOLINE CARDS | 10011106 | 5228 |
| FAC | V01688 | 1 | 400.00 | TIRES | 10011106 | 5228 |
| FAC | V01268 | 1 | 350.00 | TOWING SERVICE | 10011106 | 5328 |
| FAC | V02018 | 1 | 700.00 | LOCKS | 10011105 | 5201 |
| FAC | V04935 | 1 | 600.00 | PRINTER FOR MAILROOM | 10011105 | 5250 |
| FAC | V00973 | 1 | 2,000.00 | CARPET CLEANING | 10011105 | 5328 |
| FAC | V04805 | 1 | 665.00 | PHONE SERVICES | 10011105 | 5330 |
| FAC | D00024 | 1 | 2,700.00 | 40% UTILITIES | 10011105 | 5338 |
| FAC | V13688 | 1 | 450.00 | TIRES | 10011106 | 5228 |
| FAC | V02554 | 1 | 600.00 | VEHICLE PARTS | 10011106 | 5228 |
| FAC | V19527 | 1 | 500.00 | SNOW REMOVAL | 10011105 | 5325 |
| FAC | V00664 | 1 | 233.00 | VEHICLE PARTS | 10011106 | 5228 |
| FAC | V00664 | 1 | 160.00 | LABOR | 10011106 | 5328 |

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

RESOLUTION NO. 09 -1572

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Department of Job and Family Services is requesting that Debra Benjamin attend a Job and Family Services Human Resources Seminar in Delaware, Ohio January 6, 2010, at the cost of \$25.00. (Fund Number 22411605).

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

RESOLUTION NO. 09-1573

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

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It was moved by Mr. Hanks, seconded by Mr. Thompson to accept the Treasurer’s Report for the month of November 2009.

(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 Absent

RESOLUTION NO. 09-1574

IN THE MATTER OF SETTING DATE, TIME AND PLACE FOR PUBLIC HEARING FOR THE REQUEST OF A ZONING DISTRICT CHANGE OF A 0.495 ACRE PORTION OF A 5.01 ACRE TRACT, OWNED BY GREEN EARTH FARMS FROM THE CURRENT FARM RESIDENCE DISTRICT (FR-1) TO THE PLANNED COMMERCIAL AND OFFICE DISTRICT (PC) TO ALLOW FOR THE DISPLAY AND SALES OF MANUFACTURED BARNs, SHEDS AND GAZEBOs AT 8153 U.S. HIGHWAY 23 NORTH (MARLBORO TOWNSHIP) DELAWARE, OHIO 43015:

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

The Board of Commissioners of Delaware County, Ohio, will hold a public hearing on the application of Green Earth Farm LLC, (Larry Cimini) requesting A Zoning District Change of a 0.495 acre portion of a 5.01 acre tract, owned by Green Earth Farms from the current Farm Residence District (FR-1) to the Planned Commercial And Office District (PC) to allow for the display and sales of manufactured barns, sheds and gazebos at 8153 U.S. Highway 23 North (Marlboro Township) Delaware, Ohio 43015.

The hearing will be held on **Monday, January 11, 2010, at 9:30AM**, in the Hearing Room of the County Commissioners, 101 North Sandusky Street, Delaware, Ohio. A copy of the application is available for review at the Office of the Zoning Inspector – 50 Channing Street, Delaware, Ohio and in the Commissioners’ Office. Interested persons may appear and voice opinion in respect to this proposed zoning district change.

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

RESOLUTION NO. 09-1575

IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR SHEFFIELD PARK SECTION 3, PHASE B, PART 1:

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

Sheffield Park Section 3, Phase B, Part 1

The roadway construction has been completed for the referenced subdivision and, as the results of The Engineer’s recent field review, he has determined that only minor remedial work remains which can be accomplished during the subsequent one year maintenance period. Therefore, in accordance with the Owner’s Agreement, The Engineer recommends that the maintenance bond be set at **\$33,800** (10% of the original construction estimate) and the project be placed on the required one year maintenance period. A Letter of Credit in that amount is in place.

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

RESOLUTION NO. 09-1576

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

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

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

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

| Permit # | Applicant | Location | Type of Work |
|----------|----------------------|----------------------|-----------------------|
| U09-069 | TW TELECOM | SAWMILL ROAD | PLACE CABLE |
| U09-070 | SUBURBAN NATURAL GAS | POLLOCK/ARMSTRONG RD | PLACE GAS LINE IN ROW |
| U09-071 | TIME WARNER | SAWMILL PKWY | PLACE CABLE |
| U09-072 | AT&T | SMOTHERS RD | BORE & TRENCH RD |

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

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RESOLUTION NO. 09-1577

IN THE MATTER OF AWARDING THE BIDS FOR THE FOLLOWING 2010 ENGINEERING MATERIALS: CONCRETE MATERIALS; CORRUGATED POLYETHYLENE TUBING AND PIPE; GUARDRAIL MATERIALS; LIMESTONE AND BITUMINOUS COLD MIX; REINFORCED CONCRETE PIPE; REINFORCING STEEL BARS; ROLLED STEEL SHAPES:

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

**Bid Award Recommendations
Bids Opened December 14, 2009**

As a result of the bids opened December 14, 2009 for various materials to be used during 2010, the following are The Engineer’s recommendations for bid awards:

Concrete Materials:

The Engineer recommend that a non-exclusive bid award be made to Buckeye Ready Mix, Ellis Brothers and Hensel Ready Mix.

Corrugated Polyethylene Tubing and Pipe:

The Engineer recommend that a non-exclusive bid award be made to ADS, Inc. and Baughman Tile Company.

Guardrail Materials:

The Engineer recommend that a non-exclusive bid award be made to Lake Erie Construction Company, M.P. Dory Company and The Paul Peterson Company for the supply and installation of guardrail materials.

Limestone and Bituminous Cold Mix:

The Engineer recommend that a non-exclusive bid award be made to National Lime & Stone Company, The Apple-Smith Corporation and Shelly Materials.

Reinforced Concrete Pipe:

The Engineer recommend that a non-exclusive bid award be made to Rinker Materials.

Reinforcing Steel Bars:

The Engineer recommend that a non-exclusive bid award be made to The Superior Steel Corporation.

Rolled Steel Shapes:

The Engineer recommend that a non-exclusive bid award be made to The Superior Steel Corporation.

Bid tabulations for these materials are available for your information.

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

RESOLUTION NO. 09-1578

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

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

Weight Limit Reductions

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

2010 POSTED ROADS

| COUNTY/TWP ROAD | # | ROAD NAME | BEGIN LIMIT | END LIMIT |
|-----------------|----|-------------|-------------|-----------|
| TOWNSHIP | 35 | 3B'S & K, S | | |
| TOWNSHIP | 33 | ALEXANDER | | |

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|----------|---------|-----------------|-----------------|-----------------------|
| TOWNSHIP | 102 | ARMSTRONG | | |
| TOWNSHIP | 86 | BAKER | | |
| TOWNSHIP | 107 | BALE KENYON | | |
| TOWNSHIP | 66 | BEACOM | | |
| TOWNSHIP | 140 | BEAN OLLER | | |
| TOWNSHIP | 252 | BEARD | | |
| TOWNSHIP | 75 | BERKSHIRE | | |
| TOWNSHIP | 90 | BIG RUN | | |
| TOWNSHIP | 68 | BLAYNEY | | |
| TOWNSHIP | 67 | BLUE CHURCH | | |
| TOWNSHIP | 92 | BRAUMILLER | | |
| TOWNSHIP | 141 | BUNTY STATION | | |
| TOWNSHIP | 193 | BUTTERMILK HILL | | |
| TOWNSHIP | 81 | CAACKLER | | |
| TOWNSHIP | 152 | CALHOUN | | |
| TOWNSHIP | 334 | CARRIAGE | | |
| TOWNSHIP | 63 | CHAMBERS | | |
| TOWNSHIP | 33 | CLARK | | |
| TOWNSHIP | 139 | CLARK SHAW | | |
| TOWNSHIP | 129 | CONCORD | HARRIOTT | COOK |
| TOWNSHIP | 132 | COOK | | |
| TOWNSHIP | 89, 273 | CURVE | GLENN | LACKEY OLD STATE |
| TOWNSHIP | 271 | DALE FORD | | |
| TOWNSHIP | 35 | DOMIGAN | | |
| TOWNSHIP | 104 | DUSTIN | | |
| TOWNSHIP | 142 | FORD | | |
| TOWNSHIP | 143 | FRESHWATER | | |
| TOWNSHIP | 262 | FRY | | |
| TOWNSHIP | 82 | GIEHL | | |
| TOWNSHIP | 33 | GOLF COURSE | | |
| TOWNSHIP | 641 | GREENLAWN | | |
| TOWNSHIP | 87 | HARRIS | | |
| TOWNSHIP | 78 | HEVERLO | | |
| TOWNSHIP | 76 | HOGBACK | | |
| TOWNSHIP | 77 | HOWARD | | |
| TOWNSHIP | 216 | HUDSON | | |
| TOWNSHIP | 73 | JOE WALKER | | |
| TOWNSHIP | 85 | JUMPER | | |
| TOWNSHIP | 60 | JUSTAMERE | | |
| TOWNSHIP | 219 | KELLY-MCMASTER | | |
| TOWNSHIP | 149 | KLONDIKE | | |
| TOWNSHIP | 61 | LANE | | |
| TOWNSHIP | 133 | MERCHANT | | |
| TOWNSHIP | 114 | ORANGE, E | S OLD STATE | BALE KENYON |
| TOWNSHIP | 114 | ORANGE, W | STATE ROUTE 315 | US ROUTE 23 |
| TOWNSHIP | 142 | OWEN FRALEY | CITY LIMITS | BUNTY STATION |
| TOWNSHIP | 50 | PATRICK | TRENTON TWP | FREDRICKS |
| TOWNSHIP | 56 | PEERLESS | | |
| TOWNSHIP | 196 | PENRY | | |
| TOWNSHIP | 263 | PITTMAN | | |
| TOWNSHIP | 54 | PLANTATION | | |
| TOWNSHIP | 88 | PLUNKETT | | |
| TOWNSHIP | 101 | POLLOCK | | |
| TOWNSHIP | 12 | PORTER CENTRAL | CENTERBURG | MORROW COUNTY LINE |
| TOWNSHIP | 95 | ROLOSON | | |
| TOWNSHIP | 69 | ROSECRANS | | |
| TOWNSHIP | 161 | RUSSELL | | |
| TOWNSHIP | 122 | RUTHERFORD | | |
| TOWNSHIP | 121 | SELDOM SEEN | STATE ROUTE 257 | SAWMILL PARKWAY |
| TOWNSHIP | 134 | SHERMAN | | |
| TOWNSHIP | 258 | SHORTCUT | | |

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|----------|-----|-------------|--------------|---------|
| TOWNSHIP | 85 | SKINNER | | |
| TOWNSHIP | 125 | STEITZ | RUTHERFORD | HOME |
| TOWNSHIP | 94 | SWEENEY | | |
| TOWNSHIP | 71 | TODD STREET | | |
| TOWNSHIP | 58 | TRIMMER | | |
| TOWNSHIP | 70 | TWIGG HUPP | | |
| TOWNSHIP | 57 | ULERY | OLIVE GREEN | TRIMMER |
| TOWNSHIP | 276 | VELEY | | |
| TOWNSHIP | 265 | WALTON | | |
| TOWNSHIP | 56 | WILSON | NORTH GALENA | SR 61 |

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

RESOLUTION NO. 09-1579

9:45AMPUBLIC HEARING REGARDING THE ISSUANCE OF ONE OR MORE SERIES OF HEALTH CARE FACILITIES REVENUE BONDS BENEFITING WILLOW BROOK CHRISTIAN COMMUNITIES BY THE COUNTY OF DELAWARE, OHIO:

It was moved by Mr. Hanks, seconded by Mr. Thompson to open the hearing at 9:48AM.

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

RESOLUTION NO. 09-1580

IN THE MATTER OF CLOSING THE PUBLIC HEARING REGARDING THE ISSUANCE OF ONE OR MORE SERIES OF HEALTH CARE FACILITIES REVENUE BONDS BENEFITING WILLOW BROOK CHRISTIAN COMMUNITIES BY THE COUNTY OF DELAWARE, OHIO:

It was moved by Mr. Hanks, seconded by Mr. Thompson to close the hearing at 9:55AM.

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

RESOLUTION NO. 09-1581

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED TRUST INDENTURE AND AMENDED AND RESTATED SUBLEASE, AND A TAX AGREEMENT RELATING TO THE PREVIOUSLY ISSUED COUNTY OF DELAWARE, OHIO ADJUSTABLE RATE DEMAND HEALTH CARE FACILITIES REVENUE BONDS, SERIES 1999 (WILLOW BROOK CHRISTIAN COMMUNITIES, INC. PROJECT) IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$10,770,000 AND OTHER DOCUMENTS AND CERTIFICATES IN CONNECTION THEREWITH:

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

WHEREAS, at the request of Willow Brook Christian Communities, an Ohio nonprofit corporation (the "Borrower"), the County of Delaware, Ohio (the "County") previously issued its Adjustable Rate Demand Health Care Facilities Revenue Bonds, Series 1999 (Willow Brook Christian Communities, Inc. Project) in the original aggregate principal amount of \$10,770,000, which are currently outstanding in the principal amount of \$8,070,000 (the "Bonds"), pursuant to Chapter 140 of the Ohio Revised Code, as amended (the "Act"), an authorizing resolution of the County dated January 25, 1999 and a Trust Indenture dated as of March 1, 1999 (the "Original Indenture") between the County and The Huntington National Bank, as trustee (the "Trustee"); and

WHEREAS, the proceeds of the Bonds were made available to the Borrower pursuant to a Sublease dated as of March 1, 1999 (the "Original Sublease"); and

WHEREAS, the Bonds are presently secured by an irrevocable direct-pay letter of credit issued by The Huntington National Bank ("Huntington"); and

WHEREAS, due to current market conditions, the Borrower and Huntington have reached an agreement whereby Huntington would purchase the Bonds for its own investment account (the "Purchase"); and

WHEREAS, in connection with the Purchase, the Original Indenture and the Original Sublease are required to be amended and restated and other documents and certificates related thereto will need to be executed; and

WHEREAS, the Borrower desires to finance certain costs associated with the Purchase, in an amount not to exceed \$215,000 through an increase in the currently outstanding principal amount of the Bonds; and

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WHEREAS, this Board of County Commissioners (the "Board") of Delaware County has determined and does hereby confirm, in sole reliance upon representations of the Borrower, that the increase in the currently outstanding Bonds in an amount not to exceed \$215,000 and the execution and delivery of the Amended Indenture, the Amended Sublease, the Tax Agreement (as such terms are hereinafter defined) and such other certificates and documents related thereto, will further the purposes set forth in the Act by continuing to provide for the health and welfare of the people of the County and continuing to enhance the availability, efficiency and economy of "hospital facilities", as such term is defined in Section 140.01 of the Ohio Revised Code, as amended ("Hospital Facilities"), and the services rendered thereby to the people of the County;

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

Section 1. The County shall issue an additional principal amount of Bonds not to exceed \$215,000 in connection with the Purchase, so that, following the Purchase, the Bonds shall have an outstanding principal amount of not to exceed \$8,285,000. The Bonds shall mature, bear interest and be secured as set forth in the Amended Indenture. This Board hereby determines, in sole reliance upon representations of the Borrower, that the execution and delivery of the Amended Indenture, the Amended Sublease, the Tax Agreement and other various certificates and documents related thereto shall be in furtherance of the purposes set forth in the preambles hereto.

Section 2. Anything in this Resolution, the Bonds and the Amended and Restated Trust Indenture (the "Amended Indenture") to the contrary, the Bonds do not and shall not constitute general obligations, debt or bonded indebtedness or a pledge of the faith and credit of the County or the State or any political subdivision thereof, and the holders or owners of the Bonds are not given the right, and have no right, to have excises, ad valorem taxes or other taxes levied by the County or the State or any political subdivision thereof, for the payment of the bond service charges on such Bonds. The Bonds shall contain a statement to that effect and that the right to such payment is limited to the revenues and special funds pledged for such purpose under the Amended Indenture herein authorized.

Section 3. That any two members of the Board are hereby authorized and directed to execute and deliver on behalf of the County the Amended Indenture with the Trustee which shall amend and restate in its entirety the Original Indenture. The Amended Indenture shall be in substantially the form presented to and on file with this Board, subject to such changes, insertions and omissions which are consistent with this Resolution and are not substantially adverse to the County and as are permitted by the Act and as may be approved by the members of this Board who execute the Amended Indenture and the Prosecuting Attorney's office, which approval shall be conclusively evidenced by the execution and delivery of said Amended Indenture as aforesaid.

Section 4. That any two members of the Board are hereby authorized and directed to execute and deliver on behalf of the County the Amended and Restated Sublease (the "Amended Sublease") with the Borrower which shall amend and restate in its entirety the Original Sublease. The Amended Sublease shall be in substantially the form presented to and on file with this Board, subject to such changes, insertions and omissions which are consistent with this Resolution and are not substantially adverse to the County and as are permitted by the Act and as may be approved by the members of this Board who execute the Amended Sublease and the Prosecuting Attorney's office, which approval shall be conclusively evidenced by the execution and delivery of said Amended Sublease as aforesaid.

Section 5. That any two members of the Board are hereby authorized and directed to execute and deliver on behalf of the County the Tax Regulatory Agreement (the "Tax Agreement") with the Trustee and the Borrower. The Tax Agreement shall be in substantially the form presented to and on file with this Board, subject to such changes, insertions and omissions which are consistent with this Resolution and are not substantially adverse to the County and as are permitted by the Act and as may be approved by the members of this Board who execute the Tax Agreement and the Prosecuting Attorney's office, which approval shall be conclusively evidenced by the execution and delivery of said Tax Agreement as aforesaid.

Section 6. That this Board hereby covenants that it will restrict the use of the proceeds of the Bonds hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code and the regulations prescribed thereunder. That any member of the Board or any other officer having responsibility with respect to the execution and delivery of the Amended Indenture or the Amended Sublease is individually authorized and directed to give an appropriate certificate on behalf of the County, on the date of execution of such Amended Indenture and Amended Sublease for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof based upon the representations of the Borrower, and the provisions of said Section 148 and regulations thereunder.

Section 7. That the appropriate officers of the County, be and they hereby are authorized to execute and deliver on behalf of the County such other certificates, documents and instruments in connection with the issuance and sale of the Bonds as may be required, necessary or appropriate, including, without limitation, any documents which are necessary or appropriate in order to provide that the Bonds constitute "qualified

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501(c)(3) bonds” under the Internal Revenue Code of 1986, as amended. Such documents, including the ones specifically authorized hereby, shall be subject to such changes, insertions and omissions as may be approved by the appropriate officers of this Issuer, which approval shall be conclusively evidenced by the execution and delivery thereof as aforesaid.

Section 8. No recourse under or upon any obligation, covenant, acceptance or agreement contained in this Resolution, the Amended Indenture, the Amended Sublease, the Tax Agreement or under any judgment obtained against the County or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, or under any circumstances, shall be had against any officer as such, past, present, or future, of the County, either directly or through the County, or otherwise, for the payment for or to the County or any receiver thereof, or otherwise, of any sum that may be due and unpaid upon the Bonds. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, as such, to respond by reason of any act or omission on his or her part, or otherwise, for, directly or indirectly, the payment for or to the County or otherwise, of any sum that may remain due and unpaid upon the Bonds, shall be deemed to be expressly waived and released as a condition of and consideration for the execution and delivery of the Amended Indenture, the Amended Sublease and the Tax Agreement.

Section 9. That this Board of Commissioners, as the “applicable elected representative” of the County, for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended, hereby approves the Bonds in the maximum principal amount of \$8,285,000, the proceeds of which were used to finance the refunding and retiring of certain indebtedness in the original principal amount of \$250,000 payable to the Delaware County Bank, which was originally obtained to finance the acquisition, construction, equipping and installation of “hospital facilities” (the “Outstanding Indebtedness”), the funding of a debt service reserve account and the acquisition, construction, renovation and equipping of certain real and personal property constituting “hospital facilities”, which construction consisted of the development of a 51-unit residential living facility, the beds of which shall be licensed by the State of Ohio, Department of Health, the primary user of which will be the Borrower, and which are located at 100 Willow Brook Way South, Delaware, Ohio 43015.

Section 10. That it is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

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

RESOLUTION NO. 09-1582

RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN AMENDED AND RESTATED TRUST INDENTURE AND AMENDED AND RESTATED SUBLEASE, AND A TAX AGREEMENT RELATING TO THE PREVIOUSLY ISSUED COUNTY OF DELAWARE, OHIO ADJUSTABLE RATE DEMAND HEALTH CARE FACILITIES REVENUE BONDS, SERIES 2007 (THE CENTRUM AT WILLOW BROOK) IN THE ORIGINAL AGGREGATE PRINCIPAL AMOUNT OF \$5,090,000 AND OTHER DOCUMENTS AND CERTIFICATES IN CONNECTION THEREWITH:

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

WHEREAS, at the request of Willow Brook Christian Communities, an Ohio nonprofit corporation (the “Borrower”), the County of Delaware, Ohio (the “County”) previously issued its Adjustable Rate Demand Health Care Facilities Revenue Bonds, Series 2007 (The Centrum at Willow Brook) in the original aggregate principal amount of \$5,090,000, which are currently outstanding in the principal amount of \$5,005,000 (the “Bonds”), pursuant to Chapter 140 of the Ohio Revised Code, as amended (the “Act”), an authorizing resolution of the County dated December 20, 2007 and a Trust Indenture dated as of December 1, 2007 (the “Original Indenture”) between the County and The Huntington National Bank, as trustee (the “Trustee”); and

WHEREAS, the proceeds of the Bonds were made available to the Borrower pursuant to a Sublease dated as of December 1, 2007 (the “Original Sublease”); and

WHEREAS, the Bonds are presently secured by an irrevocable direct-pay letter of credit issued by The Huntington National Bank (“Huntington”); and

WHEREAS, due to current market conditions, the Borrower and Huntington have reached an agreement whereby Huntington would purchase the Bonds for its own investment account (the “Purchase”); and

WHEREAS, in connection with the Purchase, the Original Indenture and the Original Sublease are required to be amended and restated and other documents and certificates related thereto will need to be executed; and

WHEREAS, the Borrower desires to finance certain costs associated with the Purchase, in an amount not to exceed \$105,000 through an increase in the currently outstanding principal amount of the Bonds; and

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WHEREAS, this Board of County Commissioners (the "Board") of Delaware County has determined and does hereby confirm, in sole reliance upon representations of the Borrower, that the increase in the currently outstanding Bonds in an amount not to exceed \$105,000 and the execution and delivery of the Amended Indenture, the Amended Sublease, the Tax Agreement (as such terms are hereinafter defined) and such other certificates and documents related thereto, will further the purposes set forth in the Act by continuing to provide for the health and welfare of the people of the County and continuing to enhance the availability, efficiency and economy of "hospital facilities", as such term is defined in Section 140.01 of the Ohio Revised Code, as amended ("Hospital Facilities"), and the services rendered thereby to the people of the County;

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

Section 1. The County shall issue an additional principal amount of Bonds not to exceed \$105,000 in connection with the Purchase, so that, following the Purchase, the Bonds shall have an outstanding principal amount of not to exceed \$5,110,000. The Bonds shall mature, bear interest and be secured as set forth in the Amended Indenture. This Board hereby determines, in sole reliance upon representations of the Borrower, that the execution and delivery of the Amended Indenture, the Amended Sublease, the Tax Agreement and other various certificates and documents related thereto shall be in furtherance of the purposes set forth in the preambles hereto.

Section 2. Anything in this Resolution, the Bonds and the Amended and Restated Trust Indenture (the "Amended Indenture") to the contrary, the Bonds do not and shall not constitute general obligations, debt or bonded indebtedness or a pledge of the faith and credit of the County or the State or any political subdivision thereof, and the holders or owners of the Bonds are not given the right, and have no right, to have excises, ad valorem taxes or other taxes levied by the County or the State or any political subdivision thereof, for the payment of the bond service charges on such Bonds. The Bonds shall contain a statement to that effect and that the right to such payment is limited to the revenues and special funds pledged for such purpose under the Amended Indenture herein authorized.

Section 3. That any two members of the Board are hereby authorized and directed to execute and deliver on behalf of the County the Amended Indenture with the Trustee which shall amend and restate in its entirety the Original Indenture. The Amended Indenture shall be in substantially the form presented to and on file with this Board, subject to such changes, insertions and omissions which are consistent with this Resolution and are not substantially adverse to the County and as are permitted by the Act and as may be approved by the members of this Board who execute the Amended Indenture and the Prosecuting Attorney's office, which approval shall be conclusively evidenced by the execution and delivery of said Amended Indenture as aforesaid.

Section 4. That any two members of the Board are hereby authorized and directed to execute and deliver on behalf of the County the Amended and Restated Sublease (the "Amended Sublease") with the Borrower which shall amend and restate in its entirety the Original Sublease. The Amended Sublease shall be in substantially the form presented to and on file with this Board, subject to such changes, insertions and omissions which are consistent with this Resolution and are not substantially adverse to the County and as are permitted by the Act and as may be approved by the members of this Board who execute the Amended Sublease and the Prosecuting Attorney's office, which approval shall be conclusively evidenced by the execution and delivery of said Amended Sublease as aforesaid.

Section 5. That any two members of the Board are hereby authorized and directed to execute and deliver on behalf of the County the Tax Regulatory Agreement (the "Tax Agreement") with the Trustee and the Borrower. The Tax Agreement shall be in substantially the form presented to and on file with this Board, subject to such changes, insertions and omissions which are consistent with this Resolution and are not substantially adverse to the County and as are permitted by the Act and as may be approved by the members of this Board who execute the Tax Agreement and the Prosecuting Attorney's office, which approval shall be conclusively evidenced by the execution and delivery of said Tax Agreement as aforesaid.

Section 6. That this Board hereby covenants that it will restrict the use of the proceeds of the Bonds hereby authorized in such manner and to such extent, if any, as may be necessary, after taking into account reasonable expectations at the time the debt is incurred, so that they will not constitute "arbitrage bonds" under Sections 103(b)(2) and 148 of the Internal Revenue Code and the regulations prescribed thereunder. That any member of the Board or any other officer having responsibility with respect to the execution and delivery of the Amended Indenture or the Amended Sublease is individually authorized and directed to give an appropriate certificate on behalf of the County, on the date of execution of such Amended Indenture and Amended Sublease for inclusion in the transcript of proceedings, setting forth the facts, estimates and circumstances and reasonable expectations pertaining to the use of the proceeds thereof based upon the representations of the Borrower, and the provisions of said Section 148 and regulations thereunder.

Section 7. That the appropriate officers of the County, be and they hereby are authorized to execute and deliver on behalf of the County such other certificates, documents and instruments in connection with the issuance and sale of the Bonds as may be required, necessary or appropriate, including, without limitation, any documents which are necessary or appropriate in order to provide that the Bonds constitute "qualified

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501(c)(3) bonds” under the Internal Revenue Code of 1986, as amended. Such documents, including the ones specifically authorized hereby, shall be subject to such changes, insertions and omissions as may be approved by the appropriate officers of this Issuer, which approval shall be conclusively evidenced by the execution and delivery thereof as aforesaid.

Section 8. No recourse under or upon any obligation, covenant, acceptance or agreement contained in this Resolution, the Amended Indenture, the Amended Sublease, the Tax Agreement or under any judgment obtained against the County or by the enforcement of any assessment or by any legal or equitable proceeding by virtue of any constitution or statute or otherwise, or under any circumstances, shall be had against any officer as such, past, present, or future, of the County, either directly or through the County, or otherwise, for the payment for or to the County or any receiver thereof, or otherwise, of any sum that may be due and unpaid upon the Bonds. Any and all personal liability of every nature, whether at common law or in equity, or by statute or by constitution or otherwise, of any such officer, as such, to respond by reason of any act or omission on his or her part, or otherwise, for, directly or indirectly, the payment for or to the County or otherwise, of any sum that may remain due and unpaid upon the Bonds, shall be deemed to be expressly waived and released as a condition of and consideration for the execution and delivery of the Amended Indenture, the Amended Sublease and the Tax Agreement.

Section 9. That this Board of Commissioners, as the “applicable elected representative” of the County, for purposes of Section 147(f) of the Internal Revenue Code of 1986, as amended, hereby approves the Bonds in the maximum principal amount of \$5,110,000, the proceeds of which were used to finance and refinance the acquisition, construction, equipping and installation of Hospital Facilities, including without limitation (i) the acquisition of skilled nursing bed licenses (the “2007 Project”) (ii) the refunding of the Issuer's Health Care Facilities Mortgage Revenue Bonds, Series 1995 (FHA Insured Mortgage Loan – The Centrum at Willow Brook, Inc. Project), the proceeds of which were used to finance the construction, equipping and installation of a 50-bed assisted living facility (the "1995 Project") and (iii) the refunding of the Issuer's Health Care Facilities Revenue Bonds, Series 1998 (GNMA Collateralized – The Centrum at Willow Brook, Inc. Project), the proceeds of which were used to finance the construction, equipping and installation of a 40-bed addition to the assisted living facility known as The Centrum at Willow Brook (the “1998 Project”). The 2007 Project is located on the campus located at 100 Delaware Crossing West, Delaware, Ohio. The 1995 Project and the 1998 Project are located on the campus located at 100 Willow Brook Way South, Delaware, Ohio. The initial owner, operator or manager of the 2007 Project, the 1995 Project and the 1998 Project is the Borrower.

Section 10. That it is found and determined that all formal actions of this Board concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code.

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

RESOLUTION NO. 09-1583

IN THE MATTER OF APPROVING THE REQUEST FOR BID AND CONTRACT DOCUMENTS FOR THE PURCHASE OF GLOBAL POSITIONING SYSTEM (GPS) ELECTRONIC MONITORING SERVICES AND EQUIPMENT FOR THE DELAWARE COUNTY JUVENILE COURT AND INITIATING COMPETITIVE BIDDING:

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

PREAMBLE

WHEREAS, the Delaware County Juvenile Court (“Court”) is in need of purchasing Global Positioning System (GPS) Electronic Monitoring Services and Equipment (“GPS Equipment and Services”); and,

WHEREAS, the purchase shall be competitively bid according to Sections 307.86 to 307.92 of the Ohio Revised Code; and,

WHEREAS, a Request for Bid and Contract Documents (“RFB”) has been prepared to competitively bid for the purchase of such GPS Equipment and Services.

WHEREAS, the Request for Bid and Contract Documents will open for the acceptance of bids on January 5, 2010.

NOW THEREFORE, BE IT RESOLVED BY THE BOARD:

SECTION 1. INITIATION OF BIDDING PROCESS

1. The RFB for the purchase of GPS Equipment and Services by the Court is hereby approved, and;

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2. The County is hereby authorized to advertise for and receive bids on behalf of the Board for the GPS Equipment and Services in accordance with the Legal Notice of Request for Bid contained in the RFB.

SECTION 2. ADOPTION

All formal actions of this Board concerning and relating to the passage of this Resolution were adopted in an open meeting of this Board, and that all deliberations of this Board and of any of its committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3. BID SUBMITTAL PROCESS

Bids will be received during standard business hours (8:00 a.m. to 4:30 p.m. Monday through Friday) until 10:00 a.m. local time (Eastern Time) on February 17, 2010 at the DCJC Offices located at 88 N. Sandusky Street, Delaware, Ohio 43015, at which time the bids shall be publicly opened and read aloud. Proposals/bids or unsolicited amendments to proposals received after such time, SHALL NOT BE CONSIDERED. Proposals must be either mailed or delivered to:

Dave Andrews
Chief Probation Officer
Delaware County Juvenile Court
88 N. Sandusky Street
Delaware, Ohio 43015

All bids shall be considered valid until sixty (60) days after the bid opening date although not accepted or rejected. The County reserves the right to select the bidder deemed to be the lowest and best bidder, as determined by the County and/or its representative(s), to reject any and/or all bids, or any portion of any and/or all bids, to waive informalities or irregularities that do not affect the substance of the specifications and contents of the RFB and to award the bid in the manner deemed to be in the best interest of the County and DCJC.

SECTION 4. EFFECTIVE DATE

This Resolution shall take effect immediately upon adoption.

**Legal Notice of Invitation to Bid
by the Delaware County Board of Commissioners,
Delaware County, Ohio for Global Positioning System (GPS)
Electronic Monitoring Services and Equipment**

Sealed bids will be received by the Delaware County Board of Commissioners, Delaware County, Ohio (hereinafter "County") c/o Dave Andrews, Chief Probation Officer of the Delaware County Juvenile Court (hereinafter "DCJC"), during standard business hours (8:00 a.m. to 4:30 p.m. Monday through Friday) until 10:00 a.m. local time (Eastern Time) on February 17, 2010 at the DCJC Offices, located at 88 N. Sandusky Street, Delaware, Ohio 43015 for a three (3) year exclusive contract for an experienced and qualified vendor to provide DCJC with Global Positioning System (GPS) Electronic Monitoring services and equipment. Bids received after this time and date shall not be considered. At 10:00 a.m. on February 17, 2010 at the DCJC Offices located at 88 N. Sandusky Street, Delaware, Ohio 43015 bids will be publicly opened and read aloud. All bids shall be considered valid until sixty (60) days after the bid opening date although not accepted or rejected.

The terms and conditions of this contract generally require the successful bidder to provide the County and DCJC with rental or lease options for global positioning system (GPS) electronic monitoring equipment and the necessary support services or programs for the system equipment in accordance with the provisions of the Requests for Bids Package (hereinafter "RFB").

RFB's containing the terms and conditions of this contract, together with detailed technical specifications and bid documents, can be obtained during regular business hours (8:00 a.m. to 4:30 p.m. Monday through Friday) until 10:00 a.m. local time (Eastern Time) on February 17, 2010 at the DCJC Offices located at 88 N. Sandusky Street, Delaware, Ohio 43015.

Bids must be submitted on bid forms contained in the RFB mentioned, shall contain the full name of each person, party, or parties submitting the proposal/bid and all persons interested therein, and shall be enclosed in sealed opaque envelopes addressed and submitted to Dave Andrews, Chief Probation Officer, Delaware County Juvenile Court, 88 N. Sandusky Street, Delaware, Ohio 43015 and be marked: "Bid for GPS Electronic Monitoring Contract."

Each bidder is required to furnish with its proposal bid security in accordance with Section 307.88 and 153.54, et seq., of the Ohio Revised Code. The bid security shall be a bond or certified check, cashier's check, or money order on a solvent bank or savings and loan association in an amount equal to five percent (5%) of the total price bid,

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conditioned that the bidder, if the bidder's bid is accepted, shall execute a contract in conformity with the RFB and the bid. Bid security furnished in bond form shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety. All bid security shall be in favor of the Delaware County Board of Commissioners, Delaware County, Ohio.

A performance bond in the full amount of the contract shall be required from the successful bidder. Said bond(s) shall be in the name of the Delaware County Board of Commissioners, Delaware County, Ohio, be furnished within ten (10) days from the date of the award, and be in accordance with Section 153.54, et seq., of the Ohio Revised Code. Performance bond(s) shall be issued by a surety company or corporation licensed in the State of Ohio to provide said surety.

The successful bidder cannot assign this contract.

Each prospective bidder shall be an equal opportunity employer.

Each bidder must provide three (3) references and each bid shall be accompanied by a complete statement of qualifications on the form which is included in the RFB.

To be eligible for consideration of award, a bidder must not have a disqualifying unresolved finding for recovery, as provided in Ohio Revised Code Section 9.24.

Per Ohio Revised Code Section 2909.33, the successful bidder will be required to certify that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion List, which list may be found on the Ohio Homeland Security web site at: <http://www.homelandsecurity.ohio.gov/>. Certification shall be made by completing a "Declaration Regarding Material Assistance/No Assistance to a Terrorist Organization" form.

The successful bidder will also be required to certify compliance with Ohio Revised Code Section 3517.13 (contributions to office holders and/or campaign committee.) Certification shall be made by completing a "Certification/Affidavit in Compliance with O.R.C. Section 3517.13."

The County reserves the right to select the bidder deemed to be the lowest and best bidder, as determined by the County and/or its representative(s), to reject any and/or all bids, or any portion of any and/or all bids, to waive informalities or irregularities that do not affect the substance of the specifications and contents of the RFB and to award the bid in the manner deemed to be in the best interest of the County and DCJC.

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

RESOLUTION NO. 09-1584

IN THE MATTER OF AUTHORIZING DELAWARE COUNTY TO ENTER INTO HOUSING REVOLVING LOAN FUND (RLF) ADMINISTRATION AGREEMENT WITH THE OHIO DEPARTMENT OF DEVELOPMENT (ODOD):

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

WHEREAS, the Ohio Department of Development through its Office of Housing and Community Partnerships ("OHCP") administers the federal Community Development Block Grant ("CDBG") Program and the HOME Investment Partnerships (HOME) Program for the State of Ohio; and,

WHEREAS, Delaware County has been determined to be an eligible recipient of CDBG and/or HOME funds; and,

WHEREAS, Delaware County has been awarded CDBG and/or HOME funds from the Ohio Department of Development for use to finance eligible activities that may generate program income as defined herein; and,

WHEREAS, the Ohio Department of Development has recognized the positive impact on community development initiatives when the use of program income is locally determined; and,

WHEREAS, Delaware County has permitted the establishment of Housing Revolving Loan Funds within local political subdivisions to meet the primary goals of: 1.) Improving the affordable housing stock and 2.) Providing for the affordable housing needs of low-and moderate-income persons of the Housing Revolving Loan Fund.

NOW THEREFORE, the Delaware County Commissioners adopt this Resolution and hereby execute this Agreement in consideration of the foregoing and mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, effective immediately.

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HOUSING REVOLVING LOAN FUND ADMINISTRATION AGREEMENT

This Housing Revolving Loan Fund Administration Agreement (the "Agreement") is made and entered into by and between the **State of Ohio, Department of Development**, located at 77 South High Street, P.O. Box 1001, Columbus, Ohio 43216-1001 (the "Ohio Department of Development"), and the **Delaware County Commissioners**, located at **101 N. Sandusky St., Delaware, Ohio** with F.T.I. Number: FTI **31-6400065** (the "Delaware County"), for the period beginning **January 1, 2010** (the "Effective Date") and terminate **December 31, 2012** (the "Termination Date").

BACKGROUND INFORMATION

A. Grantor through its Office of Housing and Community Partnerships ("OHCP") administers the federal Community Development Block Grant ("CDBG") Program and the HOME Investment Partnerships (HOME) Program for the State of Ohio;

B. Grantee has been determined to be an eligible recipient of CDBG and/or HOME funds and Grantee has been awarded CDBG and/or HOME funds from the Grantor for use to finance eligible activities that may generate Program Income as defined herein;

C. Grantor has recognized the positive impact on community development initiatives when the use of Program Income is locally determined. Grantor has permitted the establishment of Revolving Loan Funds within local political subdivisions to meet the primary goals of: 1) improving the affordable housing stock, and 2) providing for the affordable housing needs of low-and moderate-income persons of the Housing Revolving Loan Fund; and

D. Grantee has adopted Resolution (or Ordinance) #09-1584 on December 23, 2009 authorizing the execution of this Agreement.

NOW THEREFORE, in consideration of the foregoing and the mutual promises and covenants hereinafter set forth, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

STATEMENT OF THE AGREEMENT

1. Revolving Loan Fund Capitalization. Grantee shall deposit any and all housing related Program Income, as defined herein, derived from CDBG Community Housing Improvement Program ("CHIP") and HOME funds awarded by the Grantor to the Grantee pursuant to the grant awards and/or activities as set forth in this Agreement into a Housing Revolving Loan Fund Account. For the purposes of this Agreement, Program Income is defined as gross income received by the recipient directly generated from the use of CDBG CHIP and/or HOME Program funds. Furthermore, the Housing Revolving Loan Fund ("RLF") is defined as a separate fund established for the purpose of accounting for Program Income and of carrying out the specific activities designated in OHCP's Housing Program Income General Guidelines and Instructions, which, in turn, generate payments to the fund ("RLF Funds") for the continued use in carrying out the same activities.

2. RLF Plan and Use of Funds. Grantee has adopted a Community Housing Improvement Strategy (CHIS) and a copy of the Local Housing Policy and Procedures Manual that has been previously submitted and approved by the Grantor. The Local Housing Policy and Procedures Manual must include the policies and procedures established by Grantor in the OHCP Housing Program Manual. The policy and procedures manual must include any designated administrative agent, an established board structure, loan review criteria, and procedures for workouts, delinquencies and defaults. Any changes to the Local Housing Policy and Procedures Manual must be submitted to Grantor for review and approval. Grantee shall use the Housing RLF Funds solely for the stated purposes set forth in this Agreement, OHCP's Housing Program Income General Guidelines and Instructions and the Local Housing Policy and Procedures Manual. All housing program income funds must be expended in compliance with all CHIP requirements, including those found in Grantor's Non-Participating Jurisdiction Housing Handbook and the current Ohio Consolidated Plan.

3. Reporting Requirements. Grantee shall submit Housing Semi-Annual Program Income Reports to Grantor within thirty (30) days after receipt of the June 30 and December 31 Housing Semi-Annual Program Income Report of each year. The Housing Semi-Annual Program Income Report shall include information for all housing program income. Grantee shall also file an Annual Other Program Income Report due March 31 of each year in which this Agreement is in effect.

4. Compliance with General CDBG and HOME Requirements. Grantee shall comply with all applicable provisions of the statutes, rules, regulations and guidelines as passed by Congress or promulgated by the Secretary of the Department of Housing and Urban Development (HUD).

5. Compliance with Environmental Requirements. Grantee shall comply with the provisions of the National Environmental Policy Act of 1969 insofar as the provisions of such Act apply to activities undertaken with

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CDBG Program Income. Grantee agrees to assume responsibility for preparing Environmental Assessments and Environmental Reviews as required.

6. Prevailing Wage Rates and Labor Standards. Grantee shall comply with Section 570.603; Labor Standards of the Regulations published by HUD for Community Development Block Grants and the HOME program labor provisions and apply the federal Davis Bacon Labor Standards where required. In the event that any construction work to be undertaken does not lie within the purview of the Davis-Bacon Act, and neither the federal government nor any of its agencies prescribes predetermined minimum wages to be paid to mechanics and laborers to be employed in the construction work to be assisted by this Project(s), Grantee will comply with the provisions of Ohio Revised Code Sections 4115.03 to 4115.16, inclusive, as applicable, with respect to the payment of all mechanics and laborers employed in such construction work.

7. Acquisition and Relocation. Grantee shall comply with the relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and the implementation regulations set forth in 570.488 and 49 CFR Part 24 as they apply to the activities covered by this Agreement. Grantee shall comply with the process established under the Anti-Displacement and Relocation Plan.

8. National Objective Requirements. Grantee shall ensure that all projects funded as a result of this Agreement meet the national objective of the provision of a housing related direct benefit for low-and-moderate income persons. Any projects not meeting this requirement must submit a request for waiver to Grantor. Grantor will review the request to determine if the project meets a CDBG or HOME National Objective. Written approval from Grantor must be received prior to the local RLF issuing approval for the project. Costs for projects that do not meet a national objective must be charged to administration.

9. Suspension and Termination. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other. Grantor reserves the right to suspend the administration of the Housing RLF at any time for failure of the Grantee or its designated administrative agent to administer the local Housing RLF in compliance with the OHCP Housing Program Manual which is not attached but incorporated herein by reference. Throughout this Agreement, Grantee and any designated administrative agent must continue to demonstrate administrative capacity in the administration of the Housing RLF. Failure to accurately report on the Housing RLF Funds could result in Grantor placing the Housing RLF Funds on hold or recapturing the Housing RLF Funds. Grantor also reserves the right to request the Housing RLF Funds be returned to the State of Ohio upon failure to comply with the OHCP Housing Program Manual and the Local Policy and Procedures Manual.

10. Subrecipient Agreements. Grantee shall not subgrant the Program Income funds to any other local political jurisdiction or non-profit agency. Grantee may contract with a non-profit agency to administer the Housing RLF Funds, but the funds are to remain with the Grantee. If there is a change in the designated administrative agent of the Housing RLF Funds, it is the responsibility of the Grantee to notify OHCP within fifteen days of any change in status of the designated administrative agent.

11. Term of the Agreement. This Agreement shall begin on the Effective Date and shall terminate on the Termination Date, unless otherwise modified pursuant to Section 19f herein. At least sixty (60) days prior to the Termination Date, Grantor will determine if the Grantee continues to have the capacity to administer the Housing RLF Funds based on the performance of the Grantee and its designated administrative agent. Grantor shall promptly notify Grantee in writing of a determination questioning administrative capacity. Grantor reserves the right to determine if the State of Ohio will renew this Agreement to allow the Grantee to administer the Housing RLF, have the Grantee close out the Housing RLF by executing a CDBG and/or HOME Closeout Agreement or recapture the Housing RLF Funds.

12. Records, Access and Maintenance. Grantee shall establish and maintain for at least four (4) years from the expiration of this Agreement, all direct information and such records as are reasonably related to the administration of a Housing RLF as set forth in the OHCP Housing Program Manual. Both parties further agree that records required by the Grantor with respect to any questioned costs, audit disallowances, litigation or dispute between the Grantor and the Grantee shall be maintained for the time needed for the resolution of said question and that in the event of early termination of this Agreement as provided in Section 9 of this Agreement, or if for any other reason the Grantor shall require a review of the records related to the Housing RLF Funds, the Grantee shall, at its own cost and expense, segregate all such records related to the Housing RLF Funds from its other records of operation.

13. Audits and Inspections. Grantee shall, at any time during normal business hours upon written notice and as often as Grantor may deem necessary, make available to Grantor, for examination, and to appropriate state agencies or officials, all of its records with respect to matters covered by this Agreement including, but not limited to, records of all contracts, loans and disbursements and shall permit Grantor to audit, examine and make excerpts or transcripts from such records. Grantee shall ensure that the Housing RLF Funds are audited according to the requirements of the ODOD Grant Administration Guidelines-Audits that is not attached hereto, but incorporated by reference.

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14. Equal Employment Opportunity. Grantee shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, disability, military status, age, or ancestry. Grantee shall take affirmative action to ensure that applicants are considered for employment and that employees are treated during employment, without regard to their race, religion, color, sex, national origin, disability, military status, age, or ancestry. Grantee shall, in all solicitations or advertisements or advertisements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, national origin, disability, military status, age, or ancestry. Grantee shall incorporate the requirements of this paragraph in all its respective contracts for any of the work prescribed herein (other than subcontractors for standard commercial supplies or raw materials), and the Grantee will require all of its subcontractors for any part of such work to incorporate such requirements in all subcontracts for such work.

15. Liability. Grantee shall maintain liability and property insurance to cover actionable legal claims for liability or loss which are the result of injury to or death of any person, damage to property (including property of Grantor) caused by the negligent acts or omissions, or negligent conduct of the Grantee, to the extent permitted by law, in connection with the activities of this Agreement. Furthermore, each party to this Agreement agrees to be liable for the negligent acts or negligent omissions by or through itself, its employees and agents. Each party further agrees to defend itself and themselves and pay any judgments and costs arising out of such negligent acts or omissions, and nothing in this Agreement shall impute or transfer any such liability from one to the other.

16. Adherence to State and Federal Laws and Regulations.

a. General. Grantee shall comply with all applicable federal, state, and local laws in the performance of Grantee's obligations under this Agreement. Grantee shall pay or cause to be paid all unemployment compensation, insurance premiums, workers' compensation premiums, income tax deductions, social security deductions, and any and all other taxes or payroll deductions required for all employees engaged by Grantee in connection with the performance of the work authorized by this Agreement.

b. Ethics. In accordance with Executive Order 2007-01S, the Grantee, by its signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-01S, (2) has reviewed and understands the Ohio ethics and conflict of interest laws including, without limitation, Ohio Revised Code §§ 102.01 *et seq.*, §§ 2921.01, 2921.42, 2921.421 and 2921.43, and §§ 3517.13(I) and (J), and (3) will take no action inconsistent with those laws and the order, as any of them may be amended or supplemented from time to time. The Grantee understands that failure to comply with Executive Order 2007-01S is, in itself, grounds for termination of this Agreement and the grant of funds made pursuant to this Agreement and may result in the loss of other contracts or grants with the State of Ohio.
Legal/shared/housingrlfadminagrmt10 4

17. Forbearance Not a Waiver. No act of forbearance or failure to insist on the prompt performance by the Grantee of its obligations under this Agreement, either express or implied, shall be construed as a waiver by the Grantor of any of its rights hereunder

18. Declaration Regarding Material Assistance/Nonassistance to a Terrorist Organization. If applicable, the Grantee must certify compliance with Ohio Revised Code Section 2909.33 by providing Grantor a completed certification attesting that it does not provide material assistance to any organization on the United States Department of State exclusion list.

19. Miscellaneous.

a. Governing Law. This Agreement shall be governed by the laws of the State of Ohio as to all matters, including, but not limited to matters of validity, construction, effect and performance.

b. Forum and Venue. All actions regarding this Agreement shall be forumed and venued in a court of competent subject matter jurisdiction in Franklin County, Ohio.

c. Entire Agreement. This Agreement and its exhibits and any documents referred to herein constitute the complete understanding of the parties and merge and supersede any and all other discussions, agreements and understandings, either oral or written, between the parties with respect to the subject matter hereof.

d. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement is held to be prohibited by or invalid under applicable law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provisions of this Agreement.

e. Notices. All notices, consents, demands, requests and other communications which may or are required to be given hereunder shall be in writing and shall be deemed duly given if personally delivered or sent by United States mail, registered or certified, return receipt requested, postage prepaid, to the addresses set forth hereunder or to such other address as the other party hereto may designate in written notice transmitted in accordance with this provision.

1. In the case of the Grantor, to:

Ohio Department of Development

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Office of Housing and Community Partnerships
77 South High Street, P.O. Box 1001
Columbus, Ohio 43216-1001

2. In the case of the Grantee, to:

Delaware County Commissioners
101 N. Sandusky Street
Delaware, Ohio 43015

f. Amendments or Modifications. Either party may, at any time during the term of this Agreement, request amendments or modifications. Requests for amendment or modification of this Agreement shall be in writing and shall specify the requested changes and the justification of such changes. The parties shall review the request for modification in terms of the regulations and goals relating to the Agreement. Should the parties consent to modification of the Agreement, and then an amendment shall be drawn, approved, and executed in the same manner as the original Agreement.

g. Pronouns. The use of any gender pronoun shall be deemed to include all the other genders, and the use of any singular noun or verb shall be deemed to include the plural, and vice versa, whenever the context so requires.

h. Headings. Section headings contained in this Agreement are inserted for convenience only and shall not be deemed to be a part of this Agreement

i. Assignment. Neither this Agreement nor any rights, duties, or obligations described herein shall be assigned, subcontracted or subgranted by the Grantee without the prior express written consent of the Grantor.

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

RESOLUTION NO. 09-1585

RESOLUTION DESIGNATING THE AREA WITHIN DELAWARE COUNTY AS A RECOVERY ZONE, AND MAKING FINDINGS IN CONNECTION THEREWITH:

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

WHEREAS, the federal American Recovery and Reinvestment Tax Act of 2009 (the “Stimulus Act”) provides federal income tax incentives for obligations issued to finance expenditures for purposes of promoting development or other economic activity in a “recovery zone” (“Recovery Zone Economic Development Bonds”) and obligations issued to finance the construction, reconstruction, renovation or acquisition of recovery zone property to be used in a qualified business in the recovery zone (“Recovery Zone Facility Bonds”); and

WHEREAS, pursuant to the Stimulus Act the County has received an allocation of the national Recovery Zone Economic Development Bond limitation in the amount of \$3,400,000 and an allocation of the national Recovery Zone Facility Bond limitation in the amount of \$5,100,000 (collectively, the “Allocations”), which Allocations are based on the proportion that the County’s employment decline bears to the aggregate of the 2008 employment declines for all of the counties and certain large municipalities in the State; and

WHEREAS, the Stimulus Act provides that Recovery Zone Economic Development Bonds and Recovery Zone Facility Bonds issued pursuant to the Allocations must be issued before January 1, 2011; and

WHEREAS, the Stimulus Act further provides that 95% of the net proceeds of Recovery Zone Facility Bonds must be used to finance recovery zone property that was constructed, reconstructed, renovated, or acquired for purchase after the date on which the designation of the applicable recovery zone went into effect; and

WHEREAS, the Stimulus Act further provides that 100% of the available project proceeds of Recovery Zone Economic Development Bonds must be used to finance expenditures made for a qualified economic development purpose within the applicable recovery zone; and

WHEREAS, there have been prepared and submitted to this Board of County Commissioners written and oral reports with respect to the rates of poverty, unemployment and home foreclosures and general distress within and throughout the County; and

WHEREAS, based on the aforesaid reports, this Board has determined to designate the entire area of the County as a recovery zone for purposes of the Stimulus Act, so as to encourage and support economic development activities within the County and to enable the County to fully utilize its allocations for issuing Recovery Zone Economic Development Bonds and Recovery Zone Facility Bonds;

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

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Delaware, Ohio, that:

Section 1. This Board hereby finds that the area within and throughout the County has significant rates of poverty, unemployment, home foreclosures and general distress.

Section 2. This Board hereby designates the entire area of the County as a recovery zone (the "Recovery Zone") for purposes of the Stimulus Act.

Section 3. Each member of this Board and the County Administrator is hereby authorized (a) to make or effect any election, selection, designation, choice, consent, approval, allocation or waiver on behalf of the County with respect to the Recovery Zone and the Allocations as the County is permitted to or required to make or give under the Stimulus Act for the purpose of assuring, enhancing or protecting favorable tax treatment or status of any Recovery Zone Economic Development Bonds or Recovery Zone Facility Bonds to be issued pursuant to the Allocations or activities to be financed by such Bonds or assisting compliance with requirements for that purpose, which action shall be in writing and signed by such person, including but not limited to allocation of any portion of the Allocations to the State or any agent or political subdivision of the State or waiver of any portion of the Allocations to the State if the Board determines that such allocation or waiver is in the best interests of the County and consistent with the purposes of this Resolution, and (b) to take any and all other actions, and make or give reports, covenants and certifications of and on behalf of the County, as may be appropriate to assure the intended status of the Recovery Zone and any Recovery Zone Economic Development Bonds and Recovery Zone Facility Bonds issued by the County or pursuant to any allocation or waiver by the County.

Section 4. This Board finds and determines that all formal actions of this Board concerning and relating to the passage of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board and of any committees that resulted in those formal actions were in meetings open to the public in compliance with the law.

Section 5. This Resolution shall be in full force and effect immediately upon its adoption.

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

RESOLUTION NO. 09-1586

IN THE MATTER OF APPROVING THE SANITARY SEWER CONSTRUCTION PLANS FOR ESTATES OF RIVER RUN AND LOTS 7519 AND 7520 FOR ORANGE CENTRE DEVELOPMENT:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following sanitary sewer construction plans for Estates Of River Run And Lots 7519 And 7520 For Orange Centre Development for submittal to the Ohio EPA for their approval.

Whereas, the Director of Environmental Services recommends sanitary sewer plans for Estates of River Run and Lots 7519 and 7520 of Orange Centre Development for submittal to the Ohio EPA for their approval.

Therefore be it resolved, that the Board of Commissioners approves sanitary sewer plans for Estates of River Run and Lots 7519 and 7520 of Orange Centre Development for submittal to the Ohio EPA for their approval.

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

RESOLUTION NO. 09-1587

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER'S AGREEMENT FOR COLUMBUS STATE COMMUNITY COLLEGE ACADEMIC CENTER E:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve the following Sanitary Subdivider's Agreement:

Columbus State Community College Academic Center E

**SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER**

THIS AGREEMENT executed on this 23rd day of December 2009, by and between COLUMBUS STATE COMMUNITY COLLEGE (SUBDIVIDER), as evidenced by the approved construction plans titled Columbus State Community College Academic Center E, and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT. The SUBDIVIDER shall pay the entire cost and expense of said improvements.

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Both the SUBDIVIDER and the COUNTY are a governmental entities and lack authority to indemnify. The SUBDIVIDER and the COUNTY therefore agree to be and shall be individually and solely responsible for their own actions and/or the actions of their respective boards, officials, officers, and employees, including, but not limited to, any and all liability for loss, damage to person or property, injury, bodily injury, including death, illness, and/or any and all similar or related expenses that each may incur as a result of their own actions, negligence, or omissions, intentional or unintentional, in the performance of or as a result of this AGREEMENT.

All public improvement construction shall be performed within one (1) year from the date of the approval of said SUBDIVIDER by the COUNTY COMMISSIONERS, but extension of time may be granted if approved by the COUNTY COMMISSIONERS.

The SUBDIVIDER shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading the plans and specifications and shall have authority to execute the plans and specifications and alterations required by the COUNTY. The representative shall be replaced by the SUBDIVIDER, when in the opinion of the COUNTY, his performance is deemed inadequate.

The SUBDIVIDER further agrees that any violations of or noncompliance with any of the provisions and stipulations of this AGREEMENT shall constitute a breach of contract, and the COUNTY shall have the right to stop work forthwith and act against the performance surety for the purpose of proper completion of the public improvements within this Subdivision.

SANITARY SEWER CONSTRUCTION

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$24,500.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall subtract from the above sum an amount equal to three and one-half percent (3½%) of the construction cost of the IMPROVEMENTS for plan review. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$75.00
CAMERA TRUCK \$150.00

per hour for time spent by said SANITARY ENGINEER or his staff has been depleted, the SUBDIVIDER shall make an additional deposits to said fund. On completion of all IMPROVEMENTS provided herein and acceptance of same by the COUNTY, any unused portions of the inspection fund shall be repaid to the SUBDIVIDER less an amount equal to \$0.75 per foot of sewer which will be deducted to cover a re-inspection.

The SUBDIVIDER, for a period of five (5) years after acceptance of the IMPROVEMENTS by the COUNTY, shall be responsible for defective materials and/or workmanship. All warranties for equipment installed as a part of the IMPROVEMENTS shall be the same as new equipment warranties and shall be assigned to the COUNTY upon acceptance of the IMPROVEMENTS.

The SUBDIVIDER shall provide to the COUNTY all necessary easements or rights-of-way required to complete the IMPROVEMENTS, all of which shall be obtained at the expense of the SUBDIVIDER.

The COUNTY shall, upon certification in writing from the DELAWARE COUNTY SANITARY ENGINEER that all construction is complete according to the plans and specifications, by Resolution accept the IMPROVEMENTS described herein and accept and assume operations and maintenance of the same.

ALL CONSTRUCTION UNDER COUNTY JURISDICTION:

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to DELAWARE COUNTY as required:

- (1) "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR (full size), two paper copies (one full size and one 11" x 17" paper), and a Compact Diskette with the plan in DWG format and PDF format. An excel spreadsheet shall accompany the plan submittal showing the locations of the manholes in State Plane Coordinates (1988 datum).
- (2) an itemized statement showing the cost of IMPROVEMENTS
- (3) a waiver of lien from all Contractors associated with the project that all material and labor costs have been paid.

The SUBDIVIDER shall be responsible for all expenses or claims for labor or material incident to

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said construction of improvements.

In lieu of furnishing the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, the SUBDIVIDER agrees, that for five (5) years following the completion of construction of the improvements, any and all defects in construction or maintenance of the improvements discovered by the DELAWARE COUNTY SANITARY ENGINEER and which, within the sole discretion and judgment of the DELAWARE COUNTY SANITARY ENGINEER are reasonably determined or considered to be defects in construction or maintenance of the improvements, shall forthwith be repaired, maintained, replaced, or otherwise corrected by the SUBDIVIDER or its contractor or subcontractor to the reasonable satisfaction of the DELAWARE COUNTY ENGINEER at the SUBDIVIDER'S sole cost and expense.

The SUBDIVIDER shall during the construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the COUNTY regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The SUBDIVIDER shall obtain all other necessary utility services incident to the construction of said IMPROVEMENTS AND FOR THEIR CONTINUED OPERATION. The SUBDIVIDER shall be responsible for all utility charges and installation costs. The utility user charges shall be paid by the SUBDIVIDER and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the COUNTY.

Should the SUBDIVIDER become unable to carry out the provisions of this AGREEMENT, the SUBDIVIDER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this AGREEMENT.

IN CONSIDERATION WHEREOF, the DELAWARE COUNTY BOARD OF COMMISSIONERS hereby grants the SUBDIVIDER or his agent the right and privilege to make the IMPROVEMENTS stipulated herein and as shown on the approved plans.

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

RESOLUTION NO. 09-1588

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR UNCLAIMED FUNDS:

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

| | | |
|-----------------------------------|------------------------|--------------|
| Supplemental Appropriation | | |
| 10110107-5319 | Unclaimed Funds/Refund | \$ 35,830.00 |

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

**COMMISSIONERS' COMMITTEES REPORTS
(Refer To CD Minutes For Entire Record)**

Commissioner Hanks

- Nextex; 1.5 Million Grant
- Consolidated Electric 166 Miles Of Fiber Optic
- Federal Prison 5% Increase
- Delinquent Tax Report Is Up
- Unemployment Rate; Delaware Is Lowest In State

Commissioner Thompson

- Economic Prime Rate
- Conflict Resolution Counterproductive Is All Not Willing; Commissioner O'Brien Is Unwilling To Meet

Commissioner O'Brien

- Absent

RESOLUTION NO. 09-1589

IN THE MATTER OF AUTHORIZING THE SUBMITTING OF AN APPLICATION FOR A L.E.A.P. GRANT FROM THE OFFICE OF CRIMINAL JUSTICE SERVICES FOR THE SHERIFF'S OFFICE:

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

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Grant # N/A
Source: Ohio Criminal Justice Services
Grant Period: November 1, 2009 thru October 31, 2010

OCJS Funds: \$ 89,400.00
Cash Match \$ 29,800.00
In Kind Match: 0.00
Total Budget: \$119,200.00

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

RESOLUTION NO. 09-1590

IN THE MATTER OF ADJOURNING THE MEETING:

It was moved by Mr. Hanks, seconded by Mr. Thompson to adjourn the meeting.

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

Todd Hanks

Ken O'Brien

Tommy Thompson

Letha George, Clerk to the Commissioners