

COMMISSIONERS JOURNAL NO. 53 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 25, 2010

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

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

9:45 AM Public Hearing 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. 10-101

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 21, 2010:

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

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the "Board") met in regular session on January 21, 2010; 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 Aye

PUBLIC COMMENT

RESOLUTION NO. 10-102

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0122, MEMO TRANSFERS IN BATCH NUMBERS MTAPR0122:

It was moved by Mr. Hanks, seconded by Mr. Thompson to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0122, memo transfers in batch numbers MTAPR0122 and Purchase Orders as listed below:

PR Number	Vendor Name	Line Desc	Line Account	Line Amount	Line Number
R1000917	MCNAUGHTON MCKAY INC	MISC EQUIPMENT PARTS - OECC	66211903 - 5270	\$5,000.00	0001
R1000917	MCNAUGHTON MCKAY INC	MISC EQUIPMENT PARTS - ALUM CREEK	66211904 - 5270	\$5,000.00	0002
R1000917	MCNAUGHTON MCKAY INC	MISC EQUIPMENT PARTS - TARTAN	66211906 - 5270	\$500.00	0003
R1000917	MCNAUGHTON MCKAY INC	MISC EQUIPMENT PARTS - SCIOTO RESERVE	66211907 - 5270	\$500.00	0004
R1000930	AMERICAN ELECTRIC POWER	ELECTRIC SERVICE TO OECC AND PUMPSTATIONS	66211903 - 5338	\$555,300.00	0001
R1000932	AMERICAN ELECTRIC POWER	ELECTRIC SERVICE TO ALUM CREEK	66211904 - 5338	\$625,300.00	0001
R1000933	AMERICAN ELECTRIC POWER	ELECTRIC SERVICE TO SCIOTO RESERVE	66211907 - 5338	\$69,200.00	0001

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R1000934	AMERICAN ELECTRIC POWER	ELECTRIC SERVICE TO HOOVERWOODS	66211909 - 5338	\$8,000.00	0001
R1000936	AMERICAN ELECTRIC POWER	ELECTRIC SERVICE TO SCIOTO HILLS AND PUMPSTATION	66211910 - 5338	\$18,750.00	0001
R1000970	ARROW UNIFORM	RENTAL AND CLEANING OF UNIFORMS	66211903 - 5336	\$8,000.00	0001
R1000970	ARROW UNIFORM	RENTAL AND CLEANING OF MATS	66211903 - 5328	\$2,000.00	0002
R1000970	ARROW UNIFORM	RENTAL AND CLEANING OF UNIFORMS	66211904 - 5336	\$8,000.00	0003
R1000970	ARROW UNIFORM	RENTAL AND CLEANING OF MATS	66211904 - 5328	\$2,000.00	0004
R1001139	PREMIER HEALTH CARE SERVICES INC	EMS MEDICAL DIRECTOR CONTRACT	10011303 - 5301	\$10,000.00	0001
R1001176	CENTRAL OHIO CONTRACTORS INC	LANDFILL TIP FEE - BIOSOLIDS	66211903 - 5380	\$65,000.00	0001
R1001176	CENTRAL OHIO CONTRACTORS INC	LANDFILL TIP FEE - BIOSOLIDS	66211904 - 5380	\$160,000.00	0002
R1001176	CENTRAL OHIO CONTRACTORS INC	LANDFILL TIP FEE - BIOSOLIDS	66211906 - 5380	\$3,000.00	0003
R1001176	CENTRAL OHIO CONTRACTORS INC	LANDFILL TIP FEE - BIOSOLIDS	66211907 - 5380	\$5,500.00	0004
R1001198	COLUMBIA GAS OF OHIO	GAS SERVICE/HEAT TO OECC	66211903 - 5338	\$8,000.00	0001
R1001198	COLUMBIA GAS OF OHIO	GAS SERVICE/HEAT	66211904 - 5338	\$6,500.00	0002
R1001198	COLUMBIA GAS OF OHIO	GAS SERVICE/HEAT	66211907 - 5338	\$3,000.00	0003
R1001205	CONSOLIDATED ELECTRIC COOPERATIVE INC	ELECTRIC SERVICE TO BENTTREE	66211908 - 5338	\$2,500.00	0001
R1001205	CONSOLIDATED ELECTRIC COOPERATIVE INC	ELECTRIC SERVICE TO NORTHSTAR AND PUMP STATION	66211911 - 5338	\$25,000.00	0002
R1001206	CRAUN LIEBING CO INC	EQUIPMENT PARTS	66211903 - 5270	\$5,000.00	0001
R1001206	CRAUN LIEBING CO INC	EQUIPMENT PARTS	66211904 - 5270	\$1,000.00	0002
R1001206	CRAUN LIEBING CO INC	EQUIPMENT PARTS	66211907 - 5270	\$2,500.00	0003
R1001368	DELAWARE MOTIVE PARTS INC	OPERATING SUPPLIES - OECC	66211903 - 5201	\$1,000.00	0001

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R1001368	DELAWARE MOTIVE PARTS INC	MISC EQUIPMENT PARTS	66211903 - 5270	\$3,000.00	0002
R1001368	DELAWARE MOTIVE PARTS INC	OPERATING SUPPLIES	66211904 - 5201	\$1,000.00	0003
R1001368	DELAWARE MOTIVE PARTS INC	MISC EQUIPMENT PARTS	66211904 - 5270	\$3,000.00	0004
R1001368	DELAWARE MOTIVE PARTS INC	OPERATING SUPPLIES	66211906 - 5201	\$200.00	0005
R1001368	DELAWARE MOTIVE PARTS INC	MISC EQUIPMENT PARTS	66211906 - 5270	\$300.00	0006
R1001368	DELAWARE MOTIVE PARTS INC	OPERATING SUPPLIES	66211907 - 5201	\$200.00	0007
R1001368	DELAWARE MOTIVE PARTS INC	MISC EQUIPMENT PARTS	66211907 - 5270	\$300.00	0008
R1001368	DELAWARE MOTIVE PARTS INC	OPERATING SUPPLIES	66211908 - 5201	\$100.00	0009
R1001368	DELAWARE MOTIVE PARTS INC	MISC EQUIPMENT PARTS	66211908 - 5270	\$200.00	0010
R1001368	DELAWARE MOTIVE PARTS INC	OPERATING SUPPLIES	66211909 - 5201	\$100.00	0011
R1001368	DELAWARE MOTIVE PARTS INC	MISC EQUIPMENT PARTS	66211909 - 5270	\$200.00	0012
R1001368	DELAWARE MOTIVE PARTS INC	OPERATING SUPPLIES	66211910 - 5201	\$100.00	0013
R1001368	DELAWARE MOTIVE PARTS INC	MISC EQUIPMENT PARTS	66211910 - 5270	\$200.00	0014
R1001368	DELAWARE MOTIVE PARTS INC	OPERATING SUPPLIES	66211911 - 5201	\$100.00	0015
R1001368	DELAWARE MOTIVE PARTS INC	MISC EQUIPMENT PARTS	66211911 - 5270	\$200.00	0016
R1001382	DELAWARE COUNTY BANK & TRUST CO	LOCK BOX SERVICE - SANITARY BILLING	66211903 - 5328	\$30,000.00	0001
R1001382	DELAWARE COUNTY BANK & TRUST CO	LOCK BOX SERVICE - SANITARY BILLING	66211904 - 5328	\$30,000.00	0002
R1001385	DEL CO WATER CO INC	WATER SERVICE TO OECC AND	66211903 - 5338	\$5,320.00	0001
R1001385	DEL CO WATER CO INC	WATER SERVICE TO ALUM CREEK - ALUM CREEK PS AND	66211904 - 5338	\$8,850.00	0002
R1001385	DEL CO WATER CO INC	WATER SERVICE TO TARTAN	66211906 - 5338	\$250.00	0003
R1001385	DEL CO WATER CO INC	WATER SERVICE TO SCIOTO RESERVE	66211907 - 5338	\$2,400.00	0004

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R1001385	DEL CO WATER CO INC	WATER SERVICE TO HOOVERWOODS	66211909 - 5338	\$150.00	0005
R1001385	DEL CO WATER CO INC	WATER SERVICE TO SCIOTO HILLS	66211910 - 5338	\$150.00	0006
R1001385	DEL CO WATER CO INC	WATER SERVICE TO NORTHSTAR	66211911 - 5338	\$2,750.00	0007
R1001415	FACILITIES	FUEL AND PARTS FOR VEHICLES	66211903 - 5228	\$12,400.00	0001
R1001415	FACILITIES	SERVICE FOR VEHICLES	66211903 - 5328	\$3,000.00	0002
R1001415	FACILITIES	FUEL AND PARTS FOR VEHICLES	66211904 - 5228	\$38,400.00	0003
R1001415	FACILITIES	SERVICE FOR VEHICLES	66211904 - 5328	\$3,000.00	0004
R1001415	FACILITIES	FUEL AND PARTS FOR VEHICLES	66211906 - 5228	\$2,500.00	0005
R1001415	FACILITIES	SERVICE FOR VEHICLES	66211906 - 5328	\$250.00	0006
R1001415	FACILITIES	FUEL AND PARTS FOR VEHICLES	66211907 - 5228	\$3,000.00	0007
R1001415	FACILITIES	SERVICE TO VEHICLES	66211907 - 5328	\$250.00	0008
R1001425	FACILITIES	NEXTEL - OECC	66211903 - 5330	\$4,800.00	0001
R1001425	FACILITIES	NEXTEL - ALUM CREEK	66211904 - 5330	\$4,800.00	0002
R1001425	FACILITIES	NEXTEL - TARTAN	66211906 - 5330	\$1,200.00	0003
R1001425	FACILITIES	NEXTEL - SCIOTO RESERVE	66211907 - 5330	\$1,200.00	0004
R1001466	HOME DEPOT	MISC OPERATING SUPPLIES	66211903 - 5201	\$4,000.00	0001
R1001466	HOME DEPOT	MISC OPERATING SUPPLIES	66211904 - 5201	\$4,000.00	0002
R1001466	HOME DEPOT	MISC OPERATING SUPPLIES	66211906 - 5201	\$300.00	0003
R1001466	HOME DEPOT	MISC OPERATING SUPPLIES	66211907 - 5201	\$300.00	0004
R1001466	HOME DEPOT	MISC OPERATING SUPPLIES	66211908 - 5201	\$200.00	0005
R1001466	HOME DEPOT	MISC OPERATING SUPPLIES	66211909 - 5201	\$200.00	0006
R1001466	HOME DEPOT	MISC OPERATING SUPPLIES	66211910 - 5201	\$200.00	0007
R1001466	HOME DEPOT	MISC OPERATING SUPPLIES	66211911 - 5201	\$200.00	0008

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R1001500	HP PRODUCTS CORP	JANITORIAL SUPPLIES	66211903 - 5201	\$3,000.00	0001
R1001500	HP PRODUCTS CORP	JANITORIAL SUPPLIES	66211904 - 5201	\$3,000.00	0002
R1001514	ITT FLYGT CORPORATION	MISC PARTS TO MAINTAIN EXISTING EQUIPMENT	66211903 - 5270	\$5,000.00	0001
R1001514	ITT FLYGT CORPORATION	MISC PARTS TO MAINTAIN EXISTING EQUIPMENT	66211904 - 5270	\$5,000.00	0002
R1001514	ITT FLYGT CORPORATION	MISC PARTS TO MAINTAIN EXISTING EQUIPMENT	66211906 - 5270	\$1,000.00	0003
R1001514	ITT FLYGT CORPORATION	MISC PARTS TO MAINTAIN EXISTING EQUIPMENT	66211907 - 5270	\$1,000.00	0004
R1001514	ITT FLYGT CORPORATION	MISC PARTS TO MAINTAIN EXISTING EQUIPMENT	66211909 - 5270	\$1,000.00	0005
R1001514	ITT FLYGT CORPORATION	MISC PARTS TO MAINTAIN EXISTING EQUIPMENT	66211910 - 5270	\$1,000.00	0006
R1001523	KINZUA ENVIRONMENTA L INC	DEGREASER USED THROUGH OUT SANITARY SEWER	66211903 - 5290	\$3,000.00	0001
R1001523	KINZUA ENVIRONMENTA L INC	DEGREASER USED THROUGH OUT SANITARY SEWER DISTRICT	66211904 - 5290	\$3,000.00	0002
R1001523	KINZUA ENVIRONMENTA L INC	DEGREASER USED THROUGH OUT SANITARY SEWER DISTRICT	66211906 - 5290	\$1,000.00	0003
R1001523	KINZUA ENVIRONMENTA L INC	DEGREASER USED THROUGH OUT SANITARY SEWER DISTRICT	66211907 - 5290	\$1,000.00	0004
R1001530	HULL AND ASSOCIATES INC	ELECTRICAL ENGINEERING	66211903 - 5301	\$5,000.00	0001
R1001530	HULL AND ASSOCIATES INC	ELECTRICAL ENGINEERING AND	66211904 - 5301	\$5,000.00	0002
R1001538	CHRISTIAN CHILDRENS HOME OF OHIO INC	RESIDENTIAL TREATMENT	22511607 - 5342	\$18,000.00	0001
R1001542	FOUNDATIONS FOR LIVING	RESIDENTIAL TREATMENT	22511607 - 5342	\$25,000.00	0001
R1001553	LOEB ELECTRIC CO	MISC ELECTRICAL PARTS TO MAINTAIN EXISTING	66211903 - 5270	\$5,000.00	0001
R1001553	LOEB ELECTRIC CO	MISC ELECTRICAL PARTS TO MAINTAIN EQUIPMENT	66211904 - 5270	\$5,000.00	0002

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R1001553	LOEB ELECTRIC CO	MISC ELECTRICAL PARTS TO MAINTAIN EQUIPMENT	66211906 - 5270	\$1,000.00	0003
R1001553	LOEB ELECTRIC CO	MISC ELECTRICAL PARTS TO MAINTAIN EQUIPMENT	66211907 - 5270	\$1,000.00	0004
R1001553	LOEB ELECTRIC CO	MISC ELECTRICAL PARTS TO MAINTAIN EQUIPMENT	66211908 - 5270	\$100.00	0005
R1001553	LOEB ELECTRIC CO	MISC ELECTRICAL PARTS TO MAINTAIN EQUIPMENT	66211909 - 5270	\$100.00	0006
R1001553	LOEB ELECTRIC CO	MISC ELECTRICAL PARTS TO MAINTAIN EQUIPMENT	66211910 - 5270	\$100.00	0007
R1001553	LOEB ELECTRIC CO	MISC ELECTRICAL PARTS TO MAINTAIN EQUIPMENT	66211911 - 5270	\$100.00	0008
R1001566	NCL OF WISCONSIN INC	MISC LAB SUPPLIES	66211903 - 5201	\$5,000.00	0001
R1001566	NCL OF WISCONSIN INC	MISC LAB SUPPLIES	66211904 - 5201	\$5,000.00	0002
R1001567	PNC BANK	PROCUREMENT CARDS	22311611 - 5200	\$1,000.00	0001
R1001567	PNC BANK	PROCUREMENT CARDS	22311611 - 5300	\$5,000.00	0002
R1001575	UNITED METHODIST CHILDRENS HOME	RESIDENTIAL TREATMENT	22511607 - 5342	\$17,000.00	0001
R1001581	KROLL LABORATORY SPECIALIST INC	SUPPLIES	22511607 - 5215	\$1,000.00	0001
R1001581	KROLL LABORATORY SPECIALIST INC	LAB TESTING	22511607 - 5342	\$5,000.00	0002
R1001582	MODERN OFFICE METHODS INC	SUPPLIES	22411605 - 5201	\$500.00	0001
R1001582	MODERN OFFICE METHODS INC	MAINT CONTRACT	22411605 - 5325	\$5,000.00	0002
R1001583	MAXIMUS INC	PET/QUIC MAINTENANCE	22411605 - 5325	\$6,000.00	0001
R1001584	PRICE FARMS ORGANICS LTD	SLUDGE HAULED TO PRICE FARMS	66211904 - 5380	\$24,500.00	0001
R1001586	DELAWARE AREA CAREER CENTER	WORK READINESS	22311611 - 5348	\$30,000.00	0001
R1001586	DELAWARE AREA CAREER CENTER	WORK READINESS	22311614 - 5348	\$30,000.00	0002

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R1001842	ATRIUM PERSONNEL	INTERIM PERSONNEL	22411601 - 5301	\$10,000.00	0001
R1001844	FAMILY PROMISE OF DELAWARE COUNTY	SUBSIDIZED EMPLOYMENT PROGRAM	22411601 - 5301	\$10,000.00	0001
R1001849	LICKING COUNTY JOB AND FAMILY SRVCS	CONTRACT MONITORING	22411605 - 5348	\$10,000.00	0001
R1001885	MARION INDUSTRIAL ELECTRICAL SUPPLY INC	EQUIPMENT REPAIR PARTS	66211903 - 5270	\$3,000.00	0001
R1001885	MARION INDUSTRIAL ELECTRICAL SUPPLY INC	SERVICE CALLS AND REPAIRS TO EQUIPMENT - MOTORS,	66211903 - 5328	\$5,000.00	0002
R1001885	MARION INDUSTRIAL ELECTRICAL SUPPLY INC	EQUIPMENT REPAIR PARTS	66211904 - 5270	\$3,000.00	0003
R1001885	MARION INDUSTRIAL ELECTRICAL SUPPLY INC	SERVICE CALLS AND REPAIRS TO EQUIPMENT	66211904 - 5328	\$5,000.00	0004
R1001885	MARION INDUSTRIAL ELECTRICAL SUPPLY INC	EQUIPMENT REPAIR PARTS	66211906 - 5270	\$500.00	0005
R1001885	MARION INDUSTRIAL ELECTRICAL SUPPLY INC	EQUIPMENT REPAIR PARTS	66211907 - 5270	\$500.00	0006
R1001885	MARION INDUSTRIAL ELECTRICAL SUPPLY INC	EQUIPMENT REPAIR PARTS	66211908 - 5270	\$500.00	0007
R1001885	MARION INDUSTRIAL ELECTRICAL SUPPLY INC	EQUIPMENT REPAIR PARTS	66211909 - 5270	\$500.00	0008
R1001885	MARION INDUSTRIAL ELECTRICAL SUPPLY INC	EQUIPMENT REPAIR PARTS	66211910 - 5270	\$500.00	0009
R1001888	MASTER LIGHTING SERVICE INC	MAINTAIN OUTSIDE LIGHTING AT OECC	66211903 - 5328	\$5,000.00	0001
R1001888	MASTER LIGHTING SERVICE INC	LIGHT REPAIRS -	66211904 - 5328	\$7,500.00	0002
R1001888	MASTER LIGHTING SERVICE INC	REPLACEMENT OF LAMPS	66211906 - 5328	\$500.00	0003
R1001888	MASTER LIGHTING SERVICE INC	REPLACEMENT OF LAMPS	66211907 - 5328	\$1,000.00	0004
R1001891	MAYS CONSULTING & EVALUATION SVS INC	INFRARED SURVEYS OECC AND PUMP STATIONS	66211903 - 5301	\$3,800.00	0001

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R1001891	MAYS CONSULTING & EVALUATION SVS INC	INFRARED SURVEYS ALUM CREEK AND PUMPSTATIONS	66211904 - 5301	\$3,100.00	0002
R1001891	MAYS CONSULTING & EVALUATION SVS INC	INFRARED SURVEYS TARTAN AND PUMPSTATIONS	66211906 - 5301	\$1,050.00	0003
R1001891	MAYS CONSULTING & EVALUATION SVS INC	INFRARED SURVEYS SCIOTO RESERVE AND PUMPSTATIONS	66211907 - 5301	\$600.00	0004
R1001891	MAYS CONSULTING & EVALUATION SVS INC	INFRARED SURVEY BENTTREE	66211908 - 5301	\$200.00	0005
R1001891	MAYS CONSULTING & EVALUATION SVS INC	INFRARED SURVEY HOOVERWOODS	66211909 - 5301	\$200.00	0006
R1001891	MAYS CONSULTING & EVALUATION SVS INC	INFRARED SURVEY SCIOTO HILLS	66211910 - 5301	\$250.00	0007
R1001897	MOYNO INC	REBUILD PARTS FOR PUMPS	66211903 - 5270	\$5,000.00	0001
R1001897	MOYNO INC	REBUILD PARTS FOR PUMPS	66211904 - 5270	\$2,000.00	0002
R1001932	NORTH SOUTH TOWING INC	VEHICLE TOWING AND REPAIRS	66211904 - 5328	\$3,000.00	0001
R1001932	NORTH SOUTH TOWING INC	VEHICLE TOWING AND REPAIRS	66211906 - 5328	\$1,000.00	0002
R1001932	NORTH SOUTH TOWING INC	VEHICLE TOWING AND REPAIRS	66211907 - 5328	\$2,000.00	0003
R1001940	OHIO CAT	GENERATOR MAINTENANCE AND REPAIRS	66211903 - 5328	\$7,500.00	0001
R1001940	OHIO CAT	GENERATOR MAINTENANCE AND REPAIR SERVICES	66211904 - 5328	\$10,000.00	0002
R1001940	OHIO CAT	GENERATOR MAINTENANCE AND REPAIR SERVICES	66211906 - 5328	\$600.00	0003
R1001940	OHIO CAT	GENERATOR MAINTENANCE AND REPAIR SERVICES	66211907 - 5328	\$600.00	0004
R1001944	OHIO EDISON CO	ELECTRIC TO TARTAN AND PUMPSTATIONS	66211906 - 5338	\$40,700.00	0001
R1001946	PD PAYKOFF TRUCKING CO LLC	HAULING OF BIOSOLIDS	66211903 - 5380	\$50,000.00	0001
R1001946	PD PAYKOFF TRUCKING CO LLC	HAULING OF BIOSOLIDS	66211904 - 5380	\$5,000.00	0002
R1001949	PNC BANK	PROCUREMENT CARD PURCHASES	66211904 - 5200	\$10,000.00	0001



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R1001949	PNC BANK	PROCUREMENT CARD PURCHASES	66211904 - 5300	\$2,500.00	0002
R1001950	PNC BANK	PROCUREMENT CARD PURCHASES	66211903 - 5200	\$10,000.00	0001
R1001950	PNC BANK	PROCUREMENT CARD PURCHASES	66211903 - 5300	\$2,500.00	0002
R1001965	REPUBLIC WASTE SERVICES INC	TRASH PICK UP	66211903 - 5338	\$4,000.00	0001
R1001965	REPUBLIC WASTE SERVICES INC	TRASH PICK UP	66211904 - 5338	\$4,000.00	0002
R1001966	SAFETY SOLUTIONS INC	PERSONAL PROTECTIVE EQUIPMENT	66211903 - 5225	\$5,000.00	0001
R1001966	SAFETY SOLUTIONS INC	PERSONAL PROTECTIVE EQUIPMENT	66211904 - 5225	\$5,000.00	0002
R1001966	SAFETY SOLUTIONS INC	PERSONAL PROTECTIVE EQUIPMENT	66211906 - 5225	\$500.00	0003
R1001966	SAFETY SOLUTIONS INC	PERSONAL PROTECTIVE EQUIPMENT	66211907 - 5225	\$500.00	0004
R1001966	SAFETY SOLUTIONS INC	PERSONAL PROTECTIVE EQUIPMENT	66211908 - 5225	\$100.00	0005
R1001966	SAFETY SOLUTIONS INC	PERSONAL PROTECTIVE EQUIPMENT	66211909 - 5225	\$100.00	0006
R1001966	SAFETY SOLUTIONS INC	PERSONAL PROTECTIVE EQUIPMENT	66211910 - 5225	\$100.00	0007
R1001966	SAFETY SOLUTIONS INC	PERSONAL PROTECTIVE EQUIPMENT	66211911 - 5225	\$100.00	0008
R1001968	SIEMENS WATER TECHNOLOGIES CORP	BIOXIDE - ODOR CONTROL	66211903 - 5290	\$110,457.00	0001
R1001968	SIEMENS WATER TECHNOLOGIES CORP	BIOXIDE - ODOR CONTROL	66211904 - 5290	\$197,966.00	0002
R1001968	SIEMENS WATER TECHNOLOGIES CORP	BIOXIDE - ODOR CONTROL	66211906 - 5290	\$12,300.00	0003
R1001968	SIEMENS WATER TECHNOLOGIES CORP	BIOXIDE - ODOR CONTROL	66211911 - 5290	\$20,500.00	0004
R1002042	BOUND TREE MEDICAL LLC	EMS MEDICAL SUPPLIES	10011303 - 5201	\$20,000.00	0001
R1002043	AMERICAN ELECTRIC POWER	ELECTRIC MEDIC 1,2,3,9	10011303 - 5338	\$13,000.00	0001
R1002054	FARM PLAN	DIESEL FUEL FOR MEDIC TRUCKS	10011303 - 5228	\$20,000.00	0001

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R1002056	GEER GAS CORPORATION	OXYGEN SUPPLIES FOR EMS	10011303 - 5243	\$7,000.00	0001
R1002059	HP PRODUCTS CORP	JANITORIAL SUPPLIES	10011303 - 5201	\$10,000.00	0001
R1002061	LEO MEYERS UNIFORMS INC	EMS UNIFORMS	10011303 - 5224	\$30,000.00	0001
R1002065	NEXTEL COMMUNICATIONS	EMS NEXTEL CHARGES	10011303 - 5330	\$10,000.00	0001
R1002068	OHIO EDISON CO	ELECTRIC AT MEDIC 4 AND 5	10011303 - 5338	\$9,000.00	0001
R1002071	PHYSIO CONTROL INC	ANNUAL MAINTENANCE AGREEMENT	10011303 - 5325	\$12,905.00	0001
R1002071	PHYSIO CONTROL INC	ACCESSORIES NOT INCLUDED IN AGREEMENT	10011303 - 5250	\$500.00	0002
R1002074	SCHILLING PROPANE SVS	PROPANE FOR MEDIC STATIONS	10011303 - 5338	\$10,000.00	0001

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>Voucher</b>			
Blues Auto Body	Medic 5 Repair	60111901-5370	\$ 1,118.40
Blues Auto Body	Expedition 99 Repair	60111901-5370	\$ 2,511.99
Blues Auto Body	05 Chevy Truck Repair	60111901-5370	\$ 3,143.32
Blues Auto Body	12-18 5 Repair	60111901-5370	\$ 2,452.45
Delaware Chamber of Commerce	Membership	10011102-5308	\$ 2,000.00

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

**RESOLUTION NO. 10-103**

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

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

The Engineer's Office is requesting that Patrick Blayney attend various CEAO 2010 Conferences at various locations and times; at the cost of \$4,200.00 (Fund Number 29214001).

The Engineer's Office is requesting that Rob Riley attend a NACE Conferences in Fort Worth Texas April 25-29, 2010; at the cost of \$2,355.00 (Fund Number 29214001).

The Commissioners' Office is requesting that Dave Cannon attend the GFOA Annual Conference in Atlanta, Georgia June 5-9, 2010, at the cost of \$1,185.00 (Fund Number 10011101).

The Engineer's Office is requesting that Chris Bauserman attend various NACE, ARRA and CEAO 2010 Conferences at various locations and times; at the cost of \$8,800.00 (Fund Number 29214001).

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

**RESOLUTION NO. 10-104**

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

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

Whereas The Below Requests To Perform Work Within The Right Of Way Have Been Reviewed And Approved By The Delaware County Engineer; Now Therefore Be It Resolved That The Following Permits Are Hereby Approved By The Board Of Delaware County Commissioners:

Permit #	Applicant	Location	Type of Work
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U10-005	WIDE OPEN WEST	ALUM CREEK	ROAD BORE
U10-006	WIDE OPEN WEST	SHORES SUBDIVISION	ROAD BORE
U10-007	WIDE OPEN WEST	WALKER WOODS SUBDIVISION	ROAD BORE
U10-008	WIDE OPEN WEST	WILLOW SPRINGS SUBDIVISION	ROAD BORE
U10-009	WIDE OPEN WEST	BRYN SUBDIVISION	ROAD BORE
U10-010	WIDE OPEN WEST	ALUM COVE SUBDIVISION	ROAD BORE
U10-011	WIDE OPEN WEST	MARIGOLD STREET	ROAD BORE
U10-012	WIDE OPEN WEST	THE SHORES SUBDIVISION	ROAD BORE
U10-013	LEVEL 3	PEACH BLOW ROAD	RELOCATE FIBER

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

**RESOLUTION NO. 10-105**

**IN THE MATTER OF APPROVING A REVISED CONTRACT WITH ODOT FOR THE HOME ROAD GRADE SEPARATION PROJECT:**

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

Whereas, the County Engineer recommends approval of the a revised contract with ODOT for the Home Road Grade Separation Project;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the revised contract with ODOT for the Home Road Grade Separation Project.

**(Resolution No. 03-610)**

**PID No. 75917**

**Project No. (2010)**

**FINAL RESOLUTION**

The following Final Resolution enacted by the Board of County Commissioners, Delaware County, Ohio, hereinafter referred to as the Legislative Authority/Local Public Agency (LPA), in the matter of the stated described project.

WHEREAS, this project is being funded in part by the American Recovery and Reinvestment Act ("ARRA") and funds from that Act are capped at the Federal share amount.

WHEREAS, on 12<sup>th</sup> day of May, 2003, the LPA enacted legislation proposing cooperation with the Director of Transportation for the described project:

Reconstruction of 0.54 miles of realigned County Road 124 roadway with full depth asphalt pavement including 102.5' single concrete I-beam bridge, over CSX Railroad, drainage, retaining walls, traffic control, frontage roads and maintenance of traffic, lying within Delaware County.

WHEREAS, the LPA shall cooperate with the Director of Transportation in the above described project as follows:

The County agrees to assume and bear one hundred percent (100%) of the entire cost of the improvement, less the amount of Federal-aid funds, including ARRA funds, bridge funds, and Enhancement funds, set aside by the Director of Transportation for the financing of this improvement from funds allocated by the Federal Highway Administration, U.S. Department of Transportation, and further, the County agrees to assume and bear one hundred percent (100%) of the cost of Preliminary Engineering and Right-of-Way, excluding in-house preliminary engineering and Right-of-Way charges incurred by the State.

In view of the fact that the LPA's share of the project is now estimated in the amount of One Million Three Hundred Ninety Six Thousand Seven Hundred Fifty One and 00/100 Dollars (\$1,396,751.00) less previously deposit check #231737 in the amount of One Million Four Hundred Nineteen Thousand Ninety Six and 00/100 Dollars (\$1,419,096.00) leaving the balance due of Zero and 00/100 Dollars (\$0.00) therefore, the County will not be required to deposit any funds at this time. The LPA's ultimate share of the cost will be determined when final actual costs and allocations are determined.

WHEREAS, the LPA recognizes that it is responsible for all change orders and that the Department recommends the LPA set aside at least 6% of the total project cost to pay for potential change orders and cost overruns; and

WHEREAS, The Director of Transportation has approved said legislation proposing cooperation and has caused to be made plans and specifications and an estimate of cost and expense for improving the above described highway and has transmitted copies of same to this legislative authority; and

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WHEREAS, The LPA desires the Director of Transportation to proceed with the aforesaid highway improvement.

NOW, THEREFORE, be It resolved:

I. That the estimates sum, to be set at award is hereby appropriated for the improvement described above and the fiscal officer is hereby authorized and directed to issue an order on the treasurer for said sum upon the requisition of the Director to pay the cost and expense of said improvement. We hereby agree to assume in the first instance, the share of the cost and expense over and above the amount to be paid from Federal funds.

II. That the LPA hereby requests the Director of Transportation to proceed with the aforesaid highway improvement.

III. That the LPA enter into a contract with the State, and that President be, and is hereby authorized to execute said contract, providing for the payment of the LPA the sum of money set forth herein above for improving the describe project.

IV. That the LPA transmit to the Director of Transportation a fully executed copy of this Resolution.

(A copy of the contract is available in the commissioners' office until no longer of administrative value).

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

**RESOLUTION NO. 10-106**

**IN THE MATTER OF DECLARING THE NECESSITY FOR IMPROVEMENTS TO GREEN-COOK ROAD INCLUDING REPLACEMENT OF THE BRIDGE OVER DUNCAN RUN, APPROVING PLANS, SPECIFICATIONS, ESTIMATES AND SETTING THE BID DATES FOR THE PROJECT KNOWN AS DEL-TR29-2.22 GREEN COOK ROAD OVER DUNCAN RUN BRIDGE REPLACEMENT:**

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

Whereas, Section 5555.022 of the Revised Code provides that a Board of County Commissioners may find by a majority vote that the public convenience and welfare require the improving of any part of any public road, may fix the route and termini of the Improvement and may authorize such Improvement;

Whereas the County Engineer has determined that the existing bridge on Township Road 29 (Green-Cook Road) over Duncan Run in Harlem Township is structurally deficient and requires replacement and that roadway approaches also require improvements and recommends that the Board proceed with Improvements thereof, and;

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

Whereas the County Engineer has estimated the construction cost of the Improvement to be \$443,300.00;

NOW THEREFORE, BE IT RESOLVED by the Board of Commissioners that:

Section 1: The public convenience and welfare require the replacement of the Township Road 29 (Green-Cook Road) bridge over Duncan Run and the improvement of roadway approaches thereto extending from mile point 2.22 for a distance of approximately 0.07 miles, and that the Improvement known as DEL-TR29-2.22 Green-Cook Road over Duncan Run Bridge Replacement) be initiated for such purpose, and;

Section 2: The costs for said Improvement be paid for from any funds appropriated for road and bridge construction and that no special levies or assessments shall be made to pay for the Improvement, and;

Section 3: The plans, specifications and estimates for the project known as DEL-TR29-2.22 Green Cook Road over Duncan Run Bridge Replacement are hereby approved, and;

Section 4: The County Engineer is authorized to advertise for and received bids on behalf of the Board in accordance with the following Invitation to Bid:

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, **until 10:00am on February 16, 2010**, at which time they will be publicly opened and read aloud, for the project known as DEL-TR29-2.22, Green-Cook Road over Duncan Run.

The proposals must be made on the forms provided in the Contract Documents or a copy thereof and shall contain the full name and address of the bidder. All bids shall be sealed and plainly marked "Sealed Bid For DEL-TR29-2.22". Bid shall be accompanied by a Bid Security in the form of a bid bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten

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percent (10%) of the bid. In addition to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project cost, and may be submitted with the Bid Proposal.

Copies of the plans and specifications must be obtained by bidders from the Delaware County Engineer's Office, 50 Channing Street, Delaware, Ohio 43015. Cost for each set of plans & specifications is \$20 and the cost is non-refundable. All bidders must register as a plan holder with the Delaware County Engineer's Office.

The Owner requires that all work associated with the project be completed before July 31, 2010. The estimated commencement of work date is May 1, 2010.

This is a prevailing wage contract in accordance with Ohio Revised Code Chapter 4111 and the requirements of the Ohio Department of Commerce, Division of Labor and Worker Safety, Wage and Hour Bureau. Bidders shall comply with all applicable provisions.

No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of the contract shall be to the Lowest and Best bidder as determined by the Delaware County Board of Commissioners in the best interest of the County. The Board reserves the right to reject any or all bids.

Delaware Gazette Advertisement Dates:

January 29, 2010

February 5, 2010

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

**RESOLUTION NO. 10-107**

**IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND DLZ FOR CONSTRUCTION MONITORING, MATERIAL TESTING AND ENGINEERING SERVICES:**

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

Whereas, the County Engineer recommends approval of the contract between the Delaware County Commissioners and DLZ for Construction Monitoring, Material Testing and Engineering Services;

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approve the contract between The Delaware County Commissioners and DLZ for Construction Monitoring, Material Testing and Engineering Services:

**PROFESSIONAL SERVICES CONTRACT**  
**Construction Monitoring, Material Testing and Engineering Services**

**Section 1 – Parties to the Agreement**

Agreement made and entered into this 25<sup>th</sup> day of January, 2010 by and between the Delaware County Board of Commissioners, Delaware County, Ohio ("County"), and the firm of **DLZ Ohio, Inc., 6121 Huntley Road, Columbus, Ohio 43229** ("Consultant")

**Section 2 – Contract Administrator**

The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator and agent of the Board in performance of Work performed in accordance with this Agreement. The Administrator shall have general supervision of the Work and authority to order commencement or suspension of Work.

**Section 3 – Scope of Services (Work)**

Consultant agrees to furnish, unto the County, professional Construction Monitoring, Material Testing and Engineering Services for the 2010 and 2011 construction season, including the work specifically itemized in **Construction Inspection Contract Unit Prices (EXHIBIT A)** dated November 25, 2009 by this reference hereby made part of this Contract. Consultant further agrees to perform said work promptly, in a skillfully and competent manner in accordance with the standards applicable to this work, and under the direction of the Delaware County Engineer.

**Section 4 – Compensation**

Payment shall be based on a Fee Proposal submitted by the Consultant dated November 25, 2009 by this reference made a part of this contract, to be paid to the Consultant as specified hereinafter.

**Section 5 – Payment**

Compensation shall be paid based on work performed verified by The Delaware County Engineer, made no more than once per month. Estimates shall be submitted by the Consultant, on company letterhead clearly listing the

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words "Invoice # \_\_\_" and shall be reviewed and approved by the County Engineer. Consultant shall not commence any task listed in the Fee Proposal until authorization for such work is provided by the County.

**Section 6 – Completion of Work, Delays and Extensions**

All work associated with the Contract, in accordance with Section 3 above, shall be through December 31, 2011.

**Section 7 – Insurance**

- 7.1 **General Liability Coverage:** Consultant shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 **Automobile Liability Coverage:** Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 **Workers' Compensation Coverage:** Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.4 **Professional Liability Insurance:** Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for three (3) years following completion of the Preliminary Engineering services hereunder plus three (3) years following any additional services provided for Final Engineering, services during construction, or other professional services, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 7.5 **Additional Insureds:** The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1 and 7.2. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.6 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

**Section 8 – Indemnification**

The Consultant shall indemnify and hold free and harmless the County and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that 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, to the extent caused in whole or part by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

**Section 9 – Termination of Agreement**

The County may terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Consultant ordering termination of Work. The Consultant shall immediately terminate Work and submit a final invoice within sixty (60) days of receiving Notice of Termination for Work completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

**Section 10 – Change in Scope of Work**

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Work, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

**Section 11 – Ownership of Engineering Documents**

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents being part of this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials.

**Section 12 – Change of Key Consultant Staff**

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.

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**Section 13 – Miscellaneous Terms & Conditions**

- 13.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.
- 13.2 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, 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.
- 13.3 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 13.4 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 13.5 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement 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.
- 13.6 **Severability:** If any item, condition, portion, or section of this Agreement 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 Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 13.7 **Findings for Recovery:** Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.8 **Homeland Security:** Consultant 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, Consultant agrees to 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.
- 13.9 **Non-Discrimination/Equal Opportunity:** Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

- 13.10 **Campaign Finance – Compliance with R.C. 3517.13:** Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for

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that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

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

**RESOLUTION NO. 10-108**

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

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

The Director of Job and Family Services recommends accepting Steven Fischer's resignation as an Employment Services Representative; effective January 25, 2010.

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

**RESOLUTION NO. 10-109**

**IN THE MATTER OF GRANTING CONTRACTING AUTHORITY TO THE COUNTY ADMINISTRATOR FOR CHILD CARE CONTRACTS WITHOUT FURTHER RESOLUTION OF THE BOARD:**

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

- Whereas, The General Assembly recognizes that the lack of affordable child day care represents a significant barrier to attaining self sufficiency through employment it is the intent of the General Assembly to provide publicly funded child care to eligible persons, and
- Whereas, The County Departments of Job and Family Services have been administering the Child Care Program, and
- Whereas, The County will be responsible for executing contracts and making payments there under to eligible child care providers until March 31, 2010, and
- Whereas, The State of Ohio will begin administering the Child Care Program on April 1, 2010, and
- Whereas, The State of Ohio thereafter will be responsible for assuming existing contracts, executing new contracts and making payments there under to eligible child care providers
- Whereas, There are numerous eligible child care providers utilized by Delaware County Job & Family Services, and
- Whereas, Ohio Revised Code Section 305.30 permits a Board of Commissioners to delegate, to the County Administrator, the authority to Contract on behalf of such board, within limits provided by a resolution of the board, provided that the resolution authorizing such actions shall also specify the types of contracts upon which the administrator may act without further resolution of the board and

Now Therefore Be it Resolved by the Board of County Commissioners of Delaware County, Ohio, that the County Administrator hereby has the authority, without further resolution of the Board, to contract on behalf of the Board, with respect to child care contracts, up to \$50,000; such authority will expire on March 31, 2010, and a list of contracted providers along with their respective contracted amounts shall be provided to the Board

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

**RESOLUTION NO. 10-110**

**IN THE MATTER OF APPROVING A CHANGE ORDER TO THE LOCK BOX SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE DELAWARE COUNTY BANK AND TRUST COMPANY:**

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

Whereas, the Delaware County Bank and Trust Company entered into a contract with the Delaware County



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Board of Commissioners on December 17, 2007 to provide lock box services from February 1, 2008 to January 31, 2010, and

Whereas, the initial contract may be extended by change order with the consent of both parties, and

Whereas, the Sewer District is in the process of setting up electronic payment options for customers which may change the future need and terms of the lock box services, and

Whereas, the Sewer District wishes to increase the current contract time by one (1) calendar year in order to evaluate the changes to the need for the lock box services, and

Whereas, the Delaware County Bank and Trust Company agrees to extend the contract time by one (1) calendar year, and

Whereas, the date for completion for the lock box services contract will be changed to January 31, 2011, and

Whereas, the contract price will not change.

THEREFORE BE IT RESOLVED that the Board of County Commissioners approve the change order extending the contract time for the lock box services by one (1) calendar year and the date of completion to January 31, 2011.

**CHANGE ORDER**

**Order No: 1**

**Date:**

**Agreement Date: December 17, 2007**

NAME OF PROJECT: **LOCK BOX SERVICES**

OWNER: **DELAWARE COUNTY**

CONTRACTOR: **THE DELAWARE COUNTY BANK AND TRUST CO.**

The following changes are hereby made to the CONTRACT DOCUMENTS:

**Extend contract period additional one (1) year**

**Change to Contract Price: NOT APPLICABLE**

Original Contract Price:

Current Contract Price adjusted by previous Change Order:

The Contract Price due to this Change Order will be (increased/decreased) by:

The new Contract Price including this Change Order will be:

**Change to Contract Time:**

The Contract Time will be increased by **ONE (1)** calendar year.

The date for completion of all work will be January 31, 2011.

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

**RESOLUTION NO. 10-111**

**IN THE MATTER OF ESTABLISHING NEW ORGANIZATIONAL KEYS; APPROVING TRANSFER OF FUNDS; SUPPLEMENTAL APPROPRIATIONS AND PURCHASE ORDERS FOR ENVIRONMENTAL SERVICES:**

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

**New Org Keys**

**66711904** CENTRAL ALUM CREEK PROJECT  
**66711905** CHESHIRE ELEMENTARY PROJECT

**Supplemental Appropriation**

66611901-5801	Utility Reserve Fund/Transfers	\$ 3,000,000.00
66711901-4601	Construction Fund/Interfund Revenue	\$ 3,000,000.00
66711903-5301	Perry Tagart/Professional Services	\$ 25,000.00
66711903-5415	Perry Tagart/Sewer Construction	\$ 50,000.00
66711904-5301	Central Alum Creek/Professional Services	\$ 145,000.00

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66711904-5316	Central Alum Creek/Applications & License	\$ 55,000.00
66711905-5410	Cheshire Elementary/Easements Agreements	\$ 100,000.00
66711905-5415	Cheshire Elementary/Sewer Construction	\$ 2,153,000.00

**Transfer of Funds**

From	To	
66611901-5801	66711901-4601	
Utility Reserve Fund/Transfers	Construction Fund/Interfund Revenue	\$ 3,000,000.00

**Further be if Resolved to approve the following Purchase Orders:**

Delaware County Clerk of Courts	66711905-5410	\$ 34,620.00
Ross	66711905-5410	\$ 12,500.00
Grandominico	66711905-5410	\$ 7,500.00
Holbrook	66711905-5410	\$ 27,800.00

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

**RESOLUTION NO. 10-112**

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

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

The Emergency Medical Services Director recommends the promotion and approval of the accompanying pay raise for Jim Griffith's promotion to Lieutenant; effective date January 28, 2010.

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

**RESOLUTION NO. 10-113**

**IN THE MATTER OF APPROVING CHANGES TO JOB DESCRIPTIONS:**

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

Whereas the current job descriptions for the positions of Telecommunicator, Tour Commander and Operations Manager in the Emergency Communication (911) Department were recently updated; and

Whereas, the updates of the Telecommunicator, Tour Commander and Operations Manager job description do not alter the primary duties and responsibilities of the position but are more for clarification purposes;

Whereas, the job description changes are recommended by the County Administrator and the 911 Communications Director and require approval of the Delaware County Board of County Commissioners;

Therefore, be it resolved that the Delaware County Board of Commissioners, upon recommendation, hereby approve the changes to the job descriptions.

(Copies of job descriptions are available in the Administrative Services Office until no longer of administrative value).

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

**RESOLUTION NO. 10-114**

**IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF THE REVOLVING LOAN FUND AND PROGRAM INCOME SEMI-ANNUAL REPORTS WITH THE OHIO DEPARTMENT OF DEVELOPMENT, OFFICE OF HOUSING AND COMMUNITY PARTNERSHIPS:**

It was moved by Mr. Hanks, seconded by Mr. O'Brien to authorize the submittal of RLF report:

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

WHEREAS, Delaware County has a Revolving Loan Fund and Program Income Fund, which is capitalized with Community Development Block Grant (CDBG) funds, with use of these funds having a National Objective of assisting eligible low-moderate income households; and

WHEREAS, Office of Housing and Community Partnerships (OHCP) in the Ohio Department of Development (ODOD) has requested that Delaware County significantly reduce its Revolving Loan Fund (RLF) balance by

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spending said funds on eligible CDBG activities meeting a CDBG National Objective; and

WHEREAS, the Ohio Department of Development requires the County to submit a report of the RLF/Program Income funds for their review.

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 Semi-Annual RLF/Program Income Reports for the period July 1, 2009 – December 31, 2009 to Ohio Department of Development, Office of Housing and Community Partnership.

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

**RESOLUTION NO. 10-115**

**IN THE MATTER OF APPROVING THE PROGRAMMATIC FOR COORDINATION AGREEMENT BETWEEN DELAWARE COUNTY COMMISSIONERS AND THE OHIO HISTORIC PRESERVATION OFFICE FOR THE ADMINISTRATION OF CDBG AND HOME FUNDED ACTIVITIES:**

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

**PROGRAMMATIC AGREEMENT  
for coordination  
between**

**Delaware County and the  
Ohio Historic Preservation Office  
for the**

**Administration of Programs Using HUD Allocated Funds with Delegated Review Responsibilities Authorized Under 24 CFR Part 58**

WHEREAS, the U.S. Department of Housing and Urban Development (“HUD”) has allocated Community Development Block Grant (CDBG) and other funds to the State of Ohio Department of Development (“State”); and

WHEREAS, the State has awarded CDBG and other funds to Delaware County (hereinafter referred to as “grantee”); and

WHEREAS, the funding sources covered by this Programmatic Agreement may include, but are not limited to CDBG, Home Investment Partnership (HOME), Economic Development Initiative (EDI), Emergency Shelter Grants, Supportive Housing, Housing Opportunities for Persons with AIDS (HOPWA), and Neighborhood Stabilization Program (NSP) Grants; and

WHEREAS, in accordance with 24 CFR Part 58, the grantee assumes responsibility for environmental review, decision-making, and actions that would otherwise apply to HUD under the National Environmental Policy Act (NEPA) and other provisions of law and this agreement coordinates the analysis and review of projects as provided under 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (16 U.S.C. 470), in order to meet the purposes and requirements of both statutes in a timely and efficient manner; and

WHEREAS, the grantee has determined that the undertakings it carries out using the above-listed HUD funding sources may affect properties that are listed in or eligible for listing in the National Register of Historic Places (“National Register”); and

WHEREAS, the grantee has consulted with the Delaware County Historical Society regarding the implementation of this agreement and public notification procedures and invited it to concur in this agreement; and

WHEREAS, the grantee has consulted with the Ohio State Historic Preservation Officer (SHPO) regarding the development of this agreement pursuant to 36 CFR Part 800, regulations implementing Section 106 of the National Historic Preservation Act (“NHPA”)(16 U.S.C. 470); and

WHEREAS, the grantee and the SHPO agree that by following the procedures outlined in this agreement, the grantee will be able to meet its obligations pursuant to 36 CFR Part 800 to take into account the effects of federally assisted projects on historic properties and provide the ACHP with an opportunity to comment.

NOW, THEREFORE, the grantee and the SHPO have agreed to carry out their respective responsibilities pursuant to Section 106 and Section 110(f) of the NHPA and the regulations at 36 CFR Part 800, in accordance with the following stipulations:

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STIPULATIONS

I. Archaeology

In the event the grantee plans any ground disturbance as part of a rehabilitation, new construction, site improvement, or other undertaking, the grantee will consult with the SHPO to determine whether the undertaking will affect an archaeological property eligible for or listed in the National Register. This shall not be interpreted to include a limited subset of ground-disturbing activities that are exempt from review, as described in Stipulation II.B.2.

II. Exempt Activities

A. If the grantee determines that an undertaking only involves buildings that are less than fifty years old, or if the undertaking includes only exempt activities (as defined by Stipulations II. B., II. C., and II. D), then the undertaking shall be deemed exempt from further review. Such undertakings will require no review under the terms of this agreement because these activities will generally not affect historic properties.

1. This stipulation may include the demolition of buildings less than fifty years old, so long as the building has not previously been determined to be eligible for listing or listed in the National Register of Historic Places.

2. The grantee will keep documentation of this decision to exempt specific undertakings in its files and compile a complete list of exempt undertakings annually, as required in Stipulation VIII.

B. If the proposed undertaking falls within one of the following categories, the activities shall be deemed exempt:

1. Non-Construction Work and Development

- a. Public service program that does not physically impact buildings or sites.
- b. Architectural and engineering design fees and other non-construction fees and costs.
- c. Rental or purchase of equipment that does not physically impact buildings or sites.
- d. Temporary board-up, bracing, or shoring of a property, provided that it is installed without permanent damage to the building or site.
- e. Mortgage refinancing where no change in use, new construction, or rehabilitation will occur.
- f. Acquisition of vacant land when no subsequent redevelopment of the property is anticipated (including land banking).
- g. Acquisition of land with demolition or rehabilitation of buildings that are less than fifty years old (including land banking).
- h. Loans used to fund rehabilitations of buildings less than fifty years old.

2. Site Work

- a. Repair, line painting, paving, resurfacing, and maintenance of existing streets, roads, alleys, parking lots, sidewalks, curbs, ramps, and driveways where no change in width, surfaces, or vertical alignment to drainage is to occur.
- b. Maintenance and repair of existing landscape features, including planting, fences, retaining walls, and walkways.
- c. Installation of exterior lighting for individual properties, including parking lots, sidewalks, and freestanding yard lights, but excluding lighting types that are to be attached to a historic building greater than fifty years old. This exemption is not meant to include street lighting that will serve multiple properties.
- d. Repair, maintenance, or direct replacement of existing residential water and sanitary sewer service connections within the previously excavated trench.

3. Exterior Rehabilitation

- a. Rebuilding of existing wheelchair ramps, or installation of new ramps on secondary building elevations where the building is not located on a corner lot.
- b. Repair of porches, cornices, exterior siding, doors, balustrades, stairs, or other trim as long as any new material matches existing features in composition, design, color, texture, and other visual and physical qualities.
- c. Foundation repair.
- d. Exterior scraping with non-destructive means and painting of wood siding, features, and trim; exterior painting of masonry, if existing surfaces are already painted. This does not apply to the use of lead encapsulant paint. No abrasive cleaning is permitted for any materials.
- e. Caulking, reglazing, and weather-stripping.
- f. Installation of screens and storm windows, provided that they:
  - i. Completely fill the original window opening.

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- ii. Match the meeting rail or other major divisions.
  - iii. Interior storms must not cause damage to the original interior trim.
  - iv. Interior storms must be designed to seal completely so as to protect the primary window from condensation.
- g. Installation of storm doors, if they are undecorated and have a painted finish to match existing trim or the existing door.
  - h. Repair or replacement of asphalt, fiberglass, and asbestos shingle roof covering with the same materials as long as the shape of the roof is not changed.
  - i. Replacement of a flat roof not visible from a public right-of-way as long as the shape of the roof is not changed.
  - j. Repair or replacement of metal gutters and downspouts; and relining, repainting, and repair of box gutters. This does not apply to the replacement of box gutters.

#### 4. Interior Rehabilitation

- a. Repair or installation of new basement floors.
- b. Installation of attic insulation.
- c. Repair of existing interior walls, floors, ceilings, decorative plaster, or woodwork, provided the work is limited to repainting, in-kind patching, refinishing, or repapering.
- d. Kitchen and bathroom remodeling if no walls, windows, or doors are removed or relocated so as to alter the floor plan.
- e. Installation of new furnace, boiler or water heater; furnace cleaning or repair.
- f. Installation or repair of all electrical, plumbing, heating, ventilation, and air conditioning systems as long as no alteration is made to structural or decorative features.
- g. Asbestos abatement activities that do not involve removal or alteration of structural or decorative features.
- h. Lead paint hazard abatement such as HEPA cleaning and HUD approved paint removal or stabilization. Any decorative features shall be treated with care and retained for re-installation after treatment.

C. Activities defined in 24 CFR Section 58.34 of the "Environmental Review Procedures for Entities Assuming HUD Environmental Review Responsibilities, as amended" are exempt from review under this agreement.

D. Activities defined in 24 CFR Section 58.35(b) of the "Environmental Review Procedures for Entities Assuming HUD Environmental Review Responsibilities, as amended" are exempt from review under this agreement.

### III. Project Review

A. If the grantee determines that an undertaking will involve any activities that are not exempt under Stipulation II, the grantee will, in accordance with 36 CFR Part 800, consult with the SHPO before starting the undertaking by submitting the following documentation to the SHPO: (1) project location, including a map; (2) project description, including work write-ups, plans, or specifications, as appropriate; (3) color photographs of all elevations of the building or site; (4) date any buildings in the project area were built; (5) a statement of whether any properties in the project area are listed in or eligible for listing in the National Register; (6) if there are listed or eligible properties, a statement of whether and how the undertaking will affect the historic properties.

B. This submission should include, and the SHPO will consider, the following information if it explains the grantee's decisions regarding National Register eligibility and effect:

1. Condition assessments for various historic elements;
2. An explanation of the goals of the undertaking;
3. Alternative treatments considered and cost estimates for each;
4. Life cycle maintenance costs related to each alternative;
5. Proposed measures to mitigate or minimize adverse effects;
6. Available marketing studies; and
7. Any other information that warrants consideration.

C. At the discretion of the grantee, SHPO's Project Summary Form can be used to satisfy Stipulation III A & B.

D. The SHPO will respond, in accordance with 36 CFR Part 800, to the grantee within 30 days after receiving the project documentation by stating that (1) the SHPO concurs with the grantee's decision about eligibility and effect; (2) the SHPO disagrees with the grantee's decision about eligibility and effect; or (3) the SHPO needs more information in order to concur or disagree with the grantee's decision about eligibility or effect.

E. If the SHPO and the grantee agree that the undertaking will have no effect on properties that are listed in or eligible for listing in the National Register, the grantee will retain the SHPO's letter in its project file and

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the review process, in accordance with 36 CFR Part 800, will be complete.

F. If the SHPO and the grantee agree that the undertaking will have an effect on properties that are listed in or eligible for listing in the National Register, the grantee will follow the standard process described in 36 CFR Part 800.5 to complete consultation.

G. Any disagreements regarding historic properties or project effects shall be resolved as described in 36 CFR Part 800.6. The grantee or SHPO may elect to invite the ACHP to participate or provide its opinion, if they determine it to be appropriate.

#### IV. Technical Assistance and Educational Activities

Staff in the SHPO's Resource Protection and Reviews Department will provide technical assistance, consultation, and training of grantee staff as required by the grantee or as proposed by the SHPO in order to assist the grantee in carrying out the terms of this agreement. SHPO may also request that appropriate members of the grantee's staff should attend training specifically in the use and interpretation of this agreement, or the overall regulatory process described in 36 CFR Part 800.

#### V. Public Involvement and Participation

A. In accordance with citizen participation requirements for State-administered HUD programs (24 CFR Section 570.486), the grantee will seek public input and notify the public of proposed actions.

1. The grantee will, at a minimum, hold two public hearings to seek public comment regarding the planning and implementation of State-administered HUD programs. The first public hearing will address basic program parameters, and the second public hearing will provide specific information regarding proposed activities. Notice of both hearings will be published 10 days in advance in a newspaper of general circulation.

2. The grantee will hold an additional public hearing if a State-administered HUD program is amended. The Amendment Public Hearing provides citizens with an opportunity to review and comment on a substantial change in the program. Notice of an Amendment Public Hearing will be published 10 days in advance in a newspaper of general circulation.

B. The public notification procedures outlined in 24 CFR Part 58 for a Notice of Intent to Request Release of Funds (NOI/RROF) and Finding of No Significant Impact (FONSI) require the grantee to make information about individual projects available for public inspection, and to consider the views of the public and consulting parties in decision-making about individual projects

C. For individual projects located in locally designated districts or those that may affect locally listed properties, the appropriate local review board will be presented with information regarding the proposed project for consideration as part of their regularly scheduled hearing, along with any project alternatives considered.

#### VI. Post Review Discovery

A. In the event that historic properties are discovered or unanticipated effects on historic properties found after completion of the Section 106 process, the grantee will follow the process established at 36 CFR Section 800.13. In all cases of discovery or unanticipated effects, the grantee will contact SHPO as soon as practicable and provide sufficient information so that SHPO can make meaningful comments and recommendations.

B. In the event that human remains are discovered during the development or construction of any project subject to this agreement, construction will cease in the area of the discovery. The grantee will contact OHPO and the County Sheriff and/or County Coroner within 48 hours. The grantee will also consult with OHPO, HUD and the County Sheriff and/or Coroner to develop and carry out a treatment plan for the care and disposition of human remains.

C. When the human remains are determined to be of Native American Indian origin, the treatment plan will also be developed in consultation with appropriate federally recognized Native American Indian Tribes. The grantee may call upon representatives of HUD for assistance in conducting meaningful and respectful discussions with tribal representatives.

#### VII. Dispute Resolution

Should any party to this agreement object at any time to any actions proposed or the manner in which the terms of this agreement are implemented, the grantee shall consult with such party to resolve the objection. If the grantee determines that such objection cannot be resolved, the grantee will:

A. Forward all documentation relevant to the dispute, including the grantee's proposed resolution, to the ACHP. The ACHP shall provide the grantee with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, the grantee shall prepare a written response that takes into account any timely advice or comments regarding the dispute from the ACHP, signatories and concurring parties, and provide them with a copy of this written response. The grantee will then proceed according to its final decision.

B. If the ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, the grantee may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final

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decision, the grantee shall prepare a written response that takes into account any timely comments regarding the dispute, and provide them and the ACHP with a copy of such written response.

C. The grantee's responsibility to carry out all other actions subject to the terms of this agreement that are not the subject of the dispute remain unchanged.

VIII. Monitoring

A. Within 30 days after the end of each calendar year that this agreement is in force, the grantee will submit to the SHPO a list of undertakings exempted from review under Stipulation II of this agreement.

B. For each exempted undertaking the list will include the building address, the age of the building or its date of construction, and a brief description of each activity undertaken. A brief description shall include a list of the work done as well as how the work was done, such as: window sash repaired and repainting.

C. The grantee should also include in their submission three (3) random samples of individual projects, with copies of the information that was available to support the project's consideration under the terms of this agreement.

IX. Definitions

The definitions provided in the National Historic Preservation Act and the regulations at 36 CFR Part 800 apply to terms used throughout this agreement, such as "historic property" and "effect."

X. Amendment & Duration

This agreement will continue in full force until December 31, 2011 and will be reviewed for modifications, termination, or renewal before this date has passed. At the request of either party, this agreement may be reviewed for modifications at any time. This PA may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy signed by all of the signatories is filed with the ACHP.

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

**RESOLUTION NO. 10-116**

**IN THE MATTER OF APPROVING A MEMORANDUM OF UNDERSTANDING BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS; THE DELAWARE COUNTY SHERIFF'S OFFICE AND THE US MARSHAL'S OFFICE FOR THE REIMBURSEMENT OF FUNDING FOR FUEL AND RETROFITTING OF VEHICLES PURCHASED FOR TASK FORCES WORKING IN CONJUNCTION WITH THE USMS AND THE SUPPLEMENTAL APPROPRIATION OF SUCH FUNDS:**

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

Whereas, The Delaware County Sheriff's Office has received a donated vehicle from the United States Marshal's Service for use of working in conjunction with the USMS on joint task forces, and

Whereas, The USMS has offered to provide funding in the amount of \$6,000 for fuel and \$5,000 for retrofitting the vehicle, and

Whereas, the USMS requires approval of an MOU for the use of funding for fuel and retrofitting such vehicle, and

Whereas, The Sheriff's Office Staff recommends approval of the Memorandum Of Understanding between The Delaware County Board Of Commissioners; The Delaware County Sheriff's Office And The US Marshal's Office for the reimbursement of fuel and retrofitting such vehicle

Now Therefore Be It Resolved, that the Delaware County Board of Commissioners approves the Memorandum Of Understanding between The Delaware County Board Of Commissioners; The Delaware County Sheriff's Office And The US Marshal's Office for reimbursement of fuel and retrofitting such vehicle and approves the supplemental appropriation in the amounts provided below.

**Supplemental Appropriation**

10031301-4509	Sheriff Deputies/Federal Grant	\$11,000.00
10031301-5228	Sheriff Deputies/Vehicle Fuel	\$ 6,000.00
10031301-5250	Sheriff Deputies/Minor Tools	\$ 5,000.00

(A copy of the MOU is 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

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**RESOLUTION NO. 10-117**

**IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:**

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

**Supplemental Appropriation**

10031301-4503	Sheriff Deputies/Federal Reimbursement	\$ 16,000.00
10031301-5004	Sheriff Deputies/Overtime	\$ 16,000.00
21411306-5450	911/Machinery & Equipment	\$ 700,000.00

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

**RESOLUTION NO. 10-118**

**9:45AM 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. O'Brien to open the hearing at 9:47AM.

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

**RESOLUTION NO. 10-119**

**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. O'Brien to close the hearing at 9:57AM.

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

**RESOLUTION NO. 10-120**

**A RESOLUTION DETERMINING THE NECESSITY OF AND AUTHORIZING THE ISSUANCE AND SALE OF ADJUSTABLE RATE DEMAND HEALTH CARE FACILITIES REVENUE BONDS, SERIES 2010 (WILLOW BROOK CHRISTIAN HOME) IN ONE OR MORE SERIES OF THE COUNTY OF DELAWARE, OHIO, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$7,500,000; AUTHORIZING THE EXECUTION AND DELIVERY OF AN AGREEMENT OF LEASE AND SUBLEASE IN CONNECTION THEREWITH; AUTHORIZING THE EXECUTION AND DELIVERY OF A TRUST INDENTURE TO SECURE SUCH SERIES 2010 BONDS; AUTHORIZING A PUBLIC HOSPITAL AGENCIES AGREEMENT; AUTHORIZING A TAX REGULATORY AGREEMENT AND OTHER DOCUMENTS IN CONNECTION WITH THE ISSUANCE OF THE SERIES 2010 BONDS:**

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

WHEREAS, the County of Delaware, Ohio (the "County"), a county and political subdivision in and of the State of Ohio (the "State"), is authorized and empowered by virtue of the laws of the State, including without limitation, Chapter 140 of the Ohio Revised Code (the "Act"), to, among other things: (i) acquire, construct, improve and equip "hospital facilities", as defined in the Act, which include the facilities comprising the Existing Facilities (defined in the hereinafter defined Trust Indenture), and to acquire by lease real estate within the boundaries of the Participating Public Hospital Agency (as herein defined) and interests therein, including without limitation, improvements situated thereon comprising such hospital facilities; (ii) enter into a lease agreement to provide for the lease of "hospital facilities" to a "nonprofit hospital agency", both as defined in the Act; (iii) issue its revenue bonds for the purpose of financing and refinancing the "costs of hospital facilities", as defined in the Act, and to secure those revenue bonds by a trust indenture and by the pledge and assignment of the rent paid under the lease agreements and the funds created under the trust indenture; (iv) enact this Resolution; and (v) enter into the Trust Indenture, the Lease, the Sublease, the Public Hospital Agencies Agreement and the Tax Regulatory Agreement, all as hereinafter defined, and to execute and deliver certain other documents and instruments upon the terms and conditions provided herein and therein; and

WHEREAS, pursuant to Section 140.03 of the Ohio Revised Code, "public hospital agencies", as that term is defined in Section 140.01 of the Ohio Revised Code, means to cooperate and act jointly in exercising powers, privileges and authority capable of exercise by the "public hospital agencies" in their respective included capacity; and



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WHEREAS, the County of Franklin, Ohio (the "Participating Public Hospital Agency") previously issued its Adjustable Rate Demand Health Care Facilities Revenue Bonds, Series 2004 (Willow Brook Christian Home Project) in the original principal amount of \$7,730,000 (the "Prior Bonds") for the purpose of financing the cost of acquiring, constructing and equipping of a retirement and health care community located at 55 Lazelle Road, Columbus, County of Franklin, Ohio and paying costs of issuance associated with the issuance of the Prior Bonds; and

WHEREAS, the Participating Public Hospital Agency has determined, pursuant to a resolution of the Franklin County Hospital Commission adopted on December 16, 2009, that it is advisable to enter into a Public Hospital Agencies Agreement with the County (the "Public Hospital Agencies Agreement") so that the County may issue revenue bonds to finance and refinance Hospital Facilities within the jurisdiction of the Participating Public Hospital Agency; and

WHEREAS, Willow Brook Christian Communities (the "Corporation") has requested this Board of County Commissioners (the "Board") to authorize the issuance of Adjustable Rate Demand Health Care Facilities Revenue Bonds, Series 2010 (Willow Brook Christian Home) in one or more series of the County of Delaware, Ohio (the "Series 2010 Bonds"), for the purpose of, together with other available moneys of the Corporation, (1) refinancing certain outstanding taxable debt (the "Prior Indebtedness"), the proceeds of which were used for the refinancing of the refunding of the outstanding principal amount of the Prior Bonds and (2) paying certain costs and expenses of the County and the Corporation incurred in connection with the issuance of the Series 2010 Bonds and the refinancing of the Prior Indebtedness; and

WHEREAS, this Board has determined, based solely on information and representations provided by the Corporation, that the refinancing of the Prior Indebtedness will further the public purpose of better providing for the health and welfare of the residents of the Participating Public Hospital Agency and the State by enhancing the availability, efficiency and economy of skilled nursing care and assisted living facilities to service the residents of the Participating Public Hospital Agency, so that such Hospital Facilities are and will be available for the service of the general public without discrimination by reason of race, creed, color or national origin; and

WHEREAS, this Board has determined to authorize such Series 2010 Bonds and to award the sale thereof to FirstMerit Bank, N.A.; and

WHEREAS, it is necessary in connection with the issuance of such Series 2010 Bonds and the refinancing of the Prior Indebtedness to provide for the authorization of an Agreement of Lease, Sublease and a Trust Indenture; and

WHEREAS, it is necessary in connection with the issuance of such Series 2010 Bonds and the refinancing of the Prior Indebtedness to also provide for the authorization of a Public Hospital Agencies Agreement and a Tax Regulatory Agreement and to authorize certain other documents in connection with the issuance of the Series 2010 Bonds;

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

Section 1. For the public purpose of better providing for the health and welfare of the people of the State of Ohio by enhancing the availability, efficiency and economy of independent living facilities, nursing care and assisted living facilities constituting Hospital Facilities and services rendered thereby and facilitating the financing of Hospital Facilities to be available to or for the service of the general public without discrimination by reason of race, creed, color or national origin, this Board, acting on behalf of the County, hereby determines, based solely upon representations of the Corporation, that it is necessary to and the County shall issue revenue bonds pursuant to Section 140.06, Ohio Revised Code, in the aggregate principal amount of not to exceed \$7,500,000 for the purposes set forth in the preambles hereto. Such bonds shall be designated "County of Delaware, Ohio, Adjustable Rate Demand Health Care Facilities Revenue Bonds, Series 2010 (Willow Brook Christian Home)" and may be issued in one or more series. The Series 2010 Bonds shall be issued in the form and denomination and shall be executed, dated, be subject to redemption prior to maturity on the dates and at the prices, bear interest at a weighted average interest rate not to exceed ten percent (10.00%) per annum, and be payable on the dates, all as exactly provided in the Trust Indenture hereinafter authorized. The Series 2010 Bonds shall be retired either at stated maturity or by mandatory sinking fund redemption over a period not to exceed 25 years as set forth in the Trust Indenture hereinafter authorized.

Section 2. The Series 2010 Bonds shall be payable at the designated corporate trust office of The Huntington National Bank (the "Trustee"), or any successor trustee.

Section 3. Anything in this Resolution, the Series 2010 Bonds and the Trust Indenture to the contrary, the Series 2010 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 Series 2010 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 Series 2010 Bonds. The Series 2010 Bonds shall contain a statement to that effect and that the right to such

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payment is limited to the revenues and special funds pledged for such purpose under the Trust Indenture herein authorized.

Section 4. At least two members of this Board be and they are hereby authorized and directed to execute on behalf of the County, a Trust Indenture with the aforesaid Trustee, in substantially the form presented to this Board and on file with the Clerk, and the Trust Estate as therein defined shall be pledged and the other agreements, covenants and promises therein made on behalf of the County shall be conclusively binding upon the County and in full force and effect from and after delivery of the aforesaid Series 2010 Bonds to their purchasers pursuant to the terms of said Trust Indenture. Said Trust Indenture shall be 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 Trust Indenture, which approval shall be conclusively evidenced by the execution of said Trust Indenture as aforesaid.

Section 5. At least two members of this Board be and they are hereby authorized and directed to do all the acts and things required of them by the provisions of the Series 2010 Bonds and the Trust Indenture to the end that full and complete performance of all of the terms, covenants and agreements of the Series 2010 Bonds and Trust Indenture shall be effected, including taking all actions necessary to complete the sale of the Series 2010 Bonds under the "Blue Sky" laws of any jurisdiction; provided that the County shall not be required to submit to service of process in connection with any such "Blue Sky" action in any state except Ohio.

Section 6. This Board hereby determines, based on representations of the Corporation, that the leasing of the Existing Facilities from the Corporation and the subleasing of the Existing Facilities to the Corporation, which will operate the Existing Facilities, providing health care to the general public without discrimination by reason of race, creed, color or national origin, is undertaken for and will serve the public purpose of better providing for the health and welfare of the people of the County, the Participating Public Hospital Agency and the State of Ohio by enhancing the availability, efficiency and economy of hospital facilities and the services rendered thereby.

Section 7. At least two members of this Board be and they are hereby authorized and directed to execute and enter into, on behalf of the County an Agreement of Lease with the Corporation (the "Lease"), whereby the County will acquire a leasehold interest in the Existing Facilities. The Lease shall be substantially in the form presented to this Board and on file with the Clerk, 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 Lease, which approval shall be conclusively evidenced by the execution of said Lease as aforesaid. It is hereby determined, based solely on representations of the Corporation, that such Lease will promote the public purpose stated in Section 140.02, Ohio Revised Code, the County and the Participating Public Hospital Agency will be duly benefited thereby.

Section 8. At least two members of this Board be and they are hereby authorized and directed to execute and deliver on behalf of the County a Sublease with the Corporation (the "Sublease"). The Sublease shall be substantially in the form presented to this Board and on file with the Clerk, 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 Sublease, which approval shall be conclusively evidenced by the execution of said Sublease as aforesaid. It is hereby determined, based solely on representations of the Corporation, that such Sublease will promote the public purpose stated in Section 140.02, Ohio Revised Code, the County and the Participating Public Hospital Agency will be duly benefited thereby.

Section 9. At least two members of this Board be and they are hereby authorized and directed to execute and deliver on behalf of the County a Public Hospital Agencies Agreement with the Participating Public Hospital Agency. The Public Hospital Agencies Agreement shall be substantially in the form presented to this Board and on file with the Clerk, 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 Public Hospital Agencies Agreement, which approval shall be conclusively evidenced by the execution of said Public Hospital Agencies Agreement as aforesaid. It is hereby determined, based solely on representations of the Corporation, that such Public Hospital Agencies Agreement will promote the public purpose stated in Section 140.02, Ohio Revised Code, the County and the Participating Public Hospital Agency will be duly benefited thereby.

Section 10. 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, which approval shall be conclusively evidenced by the execution of said Tax Agreement as aforesaid.

Section 11. This Board, for and on behalf of the County, hereby covenants that it will restrict the use of the proceeds of the Series 2010 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

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constitute “arbitrage bonds” under Sections 103(b)(2) and 148 of the Internal Revenue Code and the regulations prescribed thereunder. The County Auditor, any County Commissioner, or any other officer of the County having responsibility with respect to the issuance of said Series 2010 Bonds is authorized and directed to give an appropriate certificate on behalf of the County, on the date of delivery of said Series 2010 Bonds 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 and the provisions of said Section 148 and regulations thereunder.

Section 12. 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 public sale of the Series 2010 Bonds or the refinancing of the Prior Indebtedness, as may be required, necessary or appropriate, including, without limitation, any documents related to any interest rate hedge agreements, investment agreements, documents which are necessary or appropriate in order to ensure compliance of the Series 2010 Bonds with the Internal Revenue Code and including conveyances of title to real and personal property, terminations of financing statements and other releases of security interests in property and cancellations of leases. The documents specifically authorized hereby shall be subject to such changes, insertions and omissions as may be approved by this Board, which approval shall be conclusively evidenced by the execution thereof by the proper officers of the County.

Section 13. That this Board, 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 \$7,500,000, the proceeds of which will be used to refinance the acquisition, construction, equipping and installation of “hospital facilities” as defined in Section 140.01 of the Ohio Revised Code, as amended (“Hospital Facilities”), including without limitation, the refinancing of the acquisition, construction, equipping and installation of the modernization and expansion of an existing 50-unit skilled nursing facility located at 55 Lazelle Road, Columbus, Ohio (the "Project"). The initial owner, operator or manager of the Project is the Corporation.

Section 14. 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 and of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with the law, including Section 121.22 of the Ohio Revised Code, and the rules of this Board in accordance therewith.

Section 15. All resolutions or parts thereof in conflict with the provisions of this Resolution are, to the extent of such conflict, hereby repealed.

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

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

- Commissioner Hanks**  
 -Attended Chamber Dinner  
 -Ohio Unemployment Is At 10.9%  
 -Article In Paper On 1.5 Million In Ohio Living In Poverty  
 -Received Information On Grant Writing Training For Safety Services

- Commissioner O’Brien**  
 -On Thursday Attended The LEPC Meeting  
 -Attended And Participated In The CAO Board Meeting; Will Be On Audit Committee

- Commissioner Thompson**  
 -Went To A CCOA Meeting; 911 Phone Systems; Rabid Bat State Statue  
 -Will Be Attend A DKMM Budget Meeting

**RESOLUTION NO. 10-121**

**IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF PENDING OR IMMINENT LITIGATION:**

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

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

**RESOLUTION NO. 10-122**

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

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It was moved by Mr. Hanks, seconded by Mr. O'Brien to adjourn out of Executive Session at 10:35AM.

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

**RESOLUTION NO. 10-123**

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

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

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

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Todd Hanks

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Ken O'Brien

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Tommy Thompson

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Letha George, Clerk to the Commissioners