

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 26, 2007

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

Present: Glenn A. Evans, Kristopher W. Jordan, James D. Ward

PUBLIC COMMENT

RESOLUTION NO. 07-335

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 22, 2007 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward , seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held March 22, 2007 as contained in the county's official electronic recordings of the proceedings.

Vote on Motion: Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 07-336

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR 0323 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR 0323:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0323, memo transfers in batch numbers MTAPR 0323 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
Thrasher, Dinsmore & Dolan	Legal Services	10011102-5361	\$ 10,000.00
Gardner Architects	Remodeling of Halls Bldg	40111402-5410	\$ 24,900.00
<b>Increases</b>			
Oesterlen Services for Youth		22511607-5342	\$ 36,000.00
Jan & Ken Osborne	Adoption Assistance	22511607-5350	\$ 4,500.00
Hartford Fair		10011102-5601	\$ 10,000.00
<b>Vouchers</b>			
City of Dublin	Reimburse for Sewer Charges.	65211905-5319	\$ 28,764.27
Polydyne Inc.	Polymer/Alum Creek	65211919-5290	\$ 12,696.00
Community Action Organization	Individual Development Account	22411612-5348	\$ 5,188.93
2081 Rt. 23 Company LTD.	April Bldg. Rental	10011105-5335	\$ 7,700.00
Ben Bro Enterprises Inc.		10011105-533533502	\$ 14,625.00
AEP	Bldg/Land Rental/April 07	10011105-5338	\$ 13,804.49
Hartford Fair	Monthly Service		
	Yearly Grant & Conservation Area	10011102-5601	\$ 17,000.00

Vote on Motion: Mr. Evans Aye Mr. Ward Aye Mr. Jordan Aye

RESOLUTION NO. 07 -337

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the following:

Economic Development is requesting that Dottie Brown attend the Office of Housing & Community Partnerships Housing Conference on April 10-11 at Cambridge, Ohio at a cost of \$260.00

Code Compliance is requesting that Ross Bigelow, Greg Miller attend the Weyerhaeuser/Trus Joist TJ Beam Seminar in Columbus, on April 10, 2007 at no cost.

Code Compliance is requesting that Joseph Amato, Ron Reid, Joe Scherler attend the Annual Ohio International Association of Electrical Inspectors Conference at Perrysburg, Ohio on April 30-May 2, 2007 at a cost of \$540.00

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Sanitary Engineer is requesting that Vic Whitney attend a Safety Class at the Ohio Center for Occupational Safety on May 6-7 at a cost of \$20.00

Job and Family Services is requesting that Mona Reilly attend a partnership Meeting in Columbus, on April 25 at a cost of \$31.00

Child Support Enforcement is requesting that Betsy Hart, Wendy Shannon Teresa Farlee, Christine Dobrovich, Kelly Mills, Adeana Gray, Laura Marianek, Cathy Ross, Joyce Rhodes, Susan Brown, Deb Duke attend the OCDA Spring Conference in Columbus on April 15-18 at a cost of \$1445.00. They will attend at different times during the days making sure the office is covered at all times.

Vote on Motion: Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 73-338

IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM BRISTI INC. DBA BEEBS DELI AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

It was moved by Mr. Jordan , seconded by Mr. Ward to approve the following resolution:

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Orange Township Trustees that Bristi Inc. DBA Beebs Deli has requested a new D1 permit located at 76 Powell Road, Lewis Center, Ohio and

Whereas, the Orange Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested and the Delaware County Commissioners have received no objections.

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

Vote on Motion: Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 07-339

IN THE MATTER OF APPROVING THE TECHNICAL SERVICE SUPPORT AGREEMENT BETWEEN MEDTRONIC PHYSIO-CONTROL CORPORATION AND THE DELAWARE COUNTY SHERIFF'S OFFICE:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the following:

TECHNICAL SERVICE SUPPORT AGREEMENT

Contract Number:

End User # 12669801  
DELAWARE CO SHERIFF OFFICE  
844 US 42 NORTH  
DELAWARE, OH 43015

Bill to # 12669801  
DELAWARE CO SHERIFF OFFICE  
844 US 42 NORTH  
DELAWARE, OH 43015

This Technical Service Support Agreement begins on 2/1/07 and expires on 1/31/09.

The designated Covered Equipment and/or Software is listed on Schedule A. This Technical Service Agreement is subject to the Terms and Conditions of this document and any Schedule B, if attached. If any Data Management Support and Upgrade Service is included on Schedule A then this Technical Service Support Agreement is also subject to Medtronic Physio-Control Corp.'s Data Management Support and Upgrade Service Terms and Conditions, rev 7/99-1.

Price of coverage specified on Schedule A is \$8,500.00 per term, payable in Annual installments.

Special Terms: 15% Discount on all Electrodes

MEDTRONIC PHYSIO-CONTROL CORP.  
TECHNICAL SERVICE SUPPORT AGREEMENT  
SCHEDULE A

Contract Number:

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Servicing Rep: GARY PAYNE, EALL59  
District: GREAT LAKES  
Phone: 800-442-1142 X2397  
FAX: 800-772-3340

Equipment Location: DELAWARE CO SHERIFF OFFICE, 12669801  
844 US 42 North  
Delaware, Ohio 43015

Scope of Service: AED 1 On Site Inspection per year with lithium battery

Model	Part Number	Serial Number	Ref Line	Effective Date	Exp. Date	Total Inspections
LIFEPAKâ500	3005400-009	8528024	1	2/1/2007	1/31/2007	2
LIFEPAKâ500	3005400-009	8528022	2	2/1/2007	1/31/2007	2
LIFEPAKâ500	3005400-009	8528021	3	2/1/2007	1/31/2007	2
LIFEPAKâ500	3005400-009	8528020	4	2/1/2007	1/31/2007	2
LIFEPAKâ500	3005400-009	8528018	5	2/1/2007	1/31/2007	2
LIFEPAKâ500	3005400-009	8528017	6	2/1/2007	1/31/2007	2
LIFEPAKâ500	3005400-009	8528015	7	2/1/2007	1/31/2007	2
LIFEPAKâ500	3005400-009	8528014	8	2/1/2007	1/31/2009	2
LIFEPAKâ500	3005400-009	13999465	9	2/1/2007	1/31/2009	2
LIFEPAKâ500	3005400-009	13999466	10	2/1/2007	1/31/2009	2
LIFEPAKâ500	3011790-000113	13999467	11	2/1/2007	1/31/2009	2
LIFEPAKâ500	3011790-000113	13999468	12	2/1/2007	1/31/2009	2
LIFEPAKâ500	3011790-000113	13999469	13	2/1/2007	1/31/2009	2
LIFEPAKâ500	3011790-000113	13502536	14	2/1/2007	1/31/2009	2
LIFEPAKâ500	3011790-000113	32285229	15	2/1/2007	1/31/2009	2
LIFEPAKâ500	3011790-000114	13452126	16	2/1/2007	1/31/2009	2
LIFEPAKâ500	3011790-001129	31181964	17	2/1/2007	1/31/2009	2

\*\*Denotes an inventory line that has changed since the last contract revision or addendum.

(A copy of the Medtronic Physio-Control Corp. Service Order Terms And Conditions is available in the

Vote on Motion: Mr. Evans Aye Mr. Ward Aye Mr. Jordan Aye

RESOLUTION NO. 07-340

IN THE MATTER OF APPROVING SUBDIVIDER’S AGREEMENTS FOR FAIRWAYS AT BLUE CHURCH AND LOTUS VETERINARY CLINIC :

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the following agreements:

Fairways at Blue Church

THIS AGREEMENT executed on this 26 day of March, 2007, between ROBERT J. WEILER COMPANY, as evidenced by the FAIRWAYS AT BLUE CHURCH Construction plans filed with the Delaware County Engineer, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO is governed by the following considerations, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT, said SUBDIVIDER shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer’s Estimate approved 3/2/07, which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of all improvements.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one year from the date of the approval of said subdivision by the COUNTY COMMISSIONERS. But an extension of time may be granted if approved by the COUNTY COMMISSIONERS.

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

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract and the **COUNTY** shall have the right to stop work forthwith.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

**ROADWAY AND STORM DRAINAGE**

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **ONE HUNDRED TWELVE THOUSAND EIGHT HUNDRED DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

The **County** reserves the right during construction and thereafter to permit connection of adjoining properties within the original drainage basin to the storm sewer system.

Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship for a period of one year. Said **SUBDIVIDER'S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** for said maintenance. The reduction may be approved only after the **County Engineer** has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance to the **Ohio Department of Transportation Specifications**.

Acceptance of the roads and drainage structures in said subdivision into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **SUBDIVIDER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow and ice removal or other safety requirements deemed necessary by the **County Engineer** during the period of construction or maintenance shall be the responsibility of the **SUBDIVIDER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

**CONSTRUCTION**

The **SUBDIVIDER** shall, within thirty (30) days following the completion of construction and prior to final acceptance, furnish to **Delaware County**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **County** and remain in the office of the **Delaware County Engineer**.

The **SUBDIVIDER** shall, within thirty (30) days of completion of construction, furnish to the **County** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **SUBDIVIDER** shall indemnify and hold harmless the **County** from expenses or claims for labor or material incident to said construction of improvements.

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

The **SUBDIVIDER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **SUBDIVIDER** shall be responsible for all utility charges and installation costs. Utility user charges shall be paid by the **SUBDIVIDER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

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

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **SUBDIVIDER** or his agent the right and privilege to make the improvements stipulated herein.

**Lotus Veterinary Clinic**

**THIS AGREEMENT** made and entered into this 26 day of March, 2007 by and between the **COUNTY OF DELAWARE** (acting by and through its **BOARD OF COUNTY COMMISSIONERS**), hereinafter called the **COUNTY**, and **CLAUDIA KALISH**, hereinafter called the **SUBDIVIDER**, as evidenced by the Engineering and Construction Plan entitled "**LOTUS VETERINARY CLINIC**" which was approved by the County Engineer, hereinafter called the **PLAN**, is governed by the following considerations, to wit:

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- 1) The **SUBDIVIDER** is to construct, install or otherwise make all of the improvements as shown and set forth to be performed and completed on the **PLAN**, which is a part of this **AGREEMENT**.
- 2) The **SUBDIVIDER** shall pay the entire cost and expenses of their portion of said improvements.
- 3) The **SUBDIVIDER** shall deposit **ONE THOUSAND NINE HUNDRED SIXTY DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer**. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**.
- 4) The **SUBDIVIDER** is to complete all construction to the satisfaction of the **COUNTY** as evidenced by an approval letter from the **Delaware County Engineer**.
- 5) The **SUBDIVIDER** shall hold the **COUNTY** free and harmless from any and all claims for damages of every nature arising or growing out of the construction of the said improvements.
- 6) The **SUBDIVIDER** shall perform and complete all said improvements prior to **SEPTEMBER 30, 2007**.
- 7) The **SUBDIVIDER** will at all times during the construction of said improvements maintain through traffic on the public roadway and keep the same free of unreasonable hazards to the public. Said roadway shall not be closed to traffic except as approved by the **Delaware County Engineer**. Construction signs, barricades and lights shall be placed as needed on the job site in accordance with the **Ohio Department of Transportation "Uniform Traffic Control Devices"** and **"Traffic Control for Construction and Maintenance"**.
- 8) The **SUBDIVIDER** further agrees that any violation of or noncompliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract, and the **Delaware County Engineer** shall have the right to stop work forthwith and use the surety for the completion of the improvement.
- 9) If the **SUBDIVIDER** should become unable to carry out the provisions of this **AGREEMENT**, the **SUBDIVIDER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.
- 10) Upon approval and acceptance of the improvements, the original copy of the **PLAN** shall become the property of the **COUNTY** and shall be filed in the office of the **Delaware County Engineer**.
- 11) In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants to the **SUBDIVIDER** or his agent the right and privilege to make the said improvements stipulated herein.

Vote on Motion: Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

**RESOLUTION NO. 07-341**

**IN THE MATTER OF SETTING DATE AND TIME TO RECEIVE SEALED BIDS FOR LIQUID ASPHALT HOT MIX AND TWO MEN AND A PAVER :**

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the following:

Sealed bids will be accepted for **Liquid Asphalt** based upon unit price bids per gallon of each material and **Items 301, 402 and 404 Asphalt Hot Mix materials** based upon unit price per ton of material. All material items shall meet the **Ohio Department of Transportation Material Specifications for 1997 and 2002 specs as directed**. Bids will also be accepted for **Two Men and a Paver, price per ton laid**. Copies of **General Specifications** may be obtained at the office of the **Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015**.

Bids for **Liquid Asphalt** shall be delivered price to job site at any location within Delaware County. Free unloading time and demurrage shall also be noted. Bids for **Hot Mix Materials** shall be FOB plant price. Said materials to be used by the Delaware County Engineer **through April 30, 2008**.

**Prices on all materials shall also be extended to the 18 Townships within Delaware County.**

Bids will be received by the **Delaware County Commissioners, at the office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015 until 10:30 a.m. April 17, 2007**, at which time said bids will be opened. Bids will be awarded at the discretion of the Delaware County Commissioners, and all bidders shall be notified accordingly.

Vote on Motion: Mr. Evans Aye Mr. Ward Aye Mr. Jordan Aye

**RESOLUTION NO. 07-342**

**IN THE MATTER OF SETTING DATE AND TIME TO RECEIVE SEALED BIDS FOR DEL-750-5.53 GREEN MEADOWS DRIVE RELOCATION :**

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It was moved by Mr. Jordan, seconded by Mr. Ward to approve the following:

Sealed bids will be received at the Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 9:30 A.M., Tuesday, April 17, 2007 the DEL-750-5.53 Green Meadows Drive Relocation. The project encompasses the relocation of 0.24 mile of Green Meadows Drive to align with SR-750 (East Powell Road).

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 "DEL-750-5.53, Green Meadows Drive Relocation". Bids shall be accompanied by a Bid Bond in the amount of one hundred percent (100%) of the bid or a certified check in the amount of ten percent (10%) of the bid. In addition to the Bid Security, a one (1) year Maintenance/Performance Bond is required for this project in the amount of one hundred percent (100%) of the total project.

Copies of the plans and specifications are on file at:  
Delaware County Engineer's Office  
50 Channing Street  
Delaware, Ohio 43015

Cost for each set of plans & specifications are \$50 and the cost is not-refundable. This is a prevailing wage contract in accordance with the federal Davis-Bacon Wage Laws. Bidders shall comply with all applicable provisions of the federal prevailing wage laws. No bids shall be withdrawn for a period of sixty (60) days after the opening thereof. Awarding of bids will be determined by the Delaware County Board of Commissioners in the best interest of the County and, they reserve the right to reject any or all bids.

Vote on Motion:                      Mr. Ward                      Aye                      Mr. Jordan                      Aye                      Mr. Evans                      Aye

**RESOLUTION NO. 07-343**

**IN THE MATTER OF APPROVING A CONTRACT WITH MS CONSULTANTS, INC FOR RIGHT OF WAY ACQUISITION SERVICES :**

It was moved by Mr. Jordan , seconded by Mr. Ward to approve the following:

**AGREEMENT**, made and entered into this 26 day of March, 2007, by and between the **Delaware County Commissioners**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **ms Consultants, Inc.** hereinafter designated as **SECOND PARTY**.

**WITNESSETH**, that said **SECOND PARTY**, for and in consideration of a lump sum fee amount not to exceed Twenty Eight Thousand Five Hundred Dollars and no cents (**\$28,500.00**), based on a Proposal for Engineering Services dated February 25, 2007, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, professional Right-of-Way Acquisition services as specified in the Proposal submitted by the **SECOND PARTY** for the project known as **Sawmill Parkway Extension DEL-CR 609-4.84**, Delaware County, Ohio. Compensation is to be paid on a monthly basis as the estimated percentage of total work completed. Said estimated completion percentage shall be submitted by the Second Party and approved by the **FIRST PARTY** for performance of this contract.

**SAID SECOND PARTY** further agrees to perform the said work promptly, in a skillfully and competent manner in accordance with the normally accepted standards applicable to this work, and under the direction of the Delaware County Engineer.

**THE SECOND PARTY** hereby agrees to acquire and maintain professional liability insurance against the **SECOND PARTY's** negligent acts, negligent errors and negligent omissions through a company licensed to do business in the State of Ohio or no less than \$3,000,000.00 and furthermore to hold Delaware County free and harmless from any and all claims for loss, damages, injury, liability, costs, omissions of the **SECOND PARTY**, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees' agents but only to the extent that the same is actually covered are paid under the foregoing policies of the insurances.

Vote on Motion:                      Mr. Jordan                      Aye                      Mr. Evans                      Aye                      Mr. Ward                      Aye

**RESOLUTION NO. 07 -344**

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

It was moved by Mr. Ward , seconded by Mr. Jordan to approve the following work permits:

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<b><i>Permit #</i></b>	<b><i>Applicant</i></b>	<b><i>Location</i></b>	<b><i>Type of Work</i></b>
U07034	Verizon	Sawmill Parkway	Add cable to schools
U07035	Embarq	Justamere Road	Move cables for new bridge
U07039	Embarq	Yankee Street/Sunbury Road	Relocate poles

Vote on Motion:	Mr. Evans	Aye	Mr. Ward	Aye	Mr. Jordan
Aye					

**RESOLUTION NO. 07-345**

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

It was moved by Mr. Ward , seconded by Mr. Jordan to approve the following:

Laura Marianek has been promotion to a Case Manager effective March 24, 2007

Vote on Motion:            Mr. Evans            Aye            Mr. Ward            Aye            Mr. Jordan            Aye

**RESOLUTION 07-346**

**IN THE MATTER OF APPROVING THE PURCHASE OF A NEW MEDIC UNIT FOR DELAWARE COUNTY EMERGENCY MEDICAL SERVICE (EMS).**

It was moved by Mr. Jordan , seconded by Mr. Ward to adopt the following Resolution:

WHEREAS, the Board of County Commissioners desire to ensure continued emergency medical coverage for our citizens residing in Delaware County, and

WHEREAS, an additional Medical vehicle for Delaware County EMS is required to ensure that a sufficient number of vehicles are maintained to provide daily coverage, and

WHEREAS, the County conducted reviews of apparatus offered on State Bid,

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby approves the purchase and accompanying Purchase Order for a 2007 Medic, model Ford E450 chassis from Horton Industries, Inc., at a not to exceed cost of \$126,908.57 for Delaware County EMS and further approves a not-to-exceed expenditure of \$7,500.00 for the purchase of a patient cot and 800 MHz radio for communications.

BE IT FURTHER RESOLVED: That the Clerk of the Board of Commissioners shall cause this Resolution to be spread upon the Board's Official Journal.

Vote on Motion:            Mr. Jordan            Aye            Mr. Evans            Aye            Mr. Ward            Aye

**RESOLUTION NO. 07-347**

**IN THE MATTER OF APPROVING TRANSFER AND REDUCTION OF APPROPRIATIONS FOR JUVENILE COURT:**

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the following:

Transfer of Appropriation From	To	
26526304-5001 Dispute Resolution/Compensation	26526304-5305 Dispute Resolution/Training & Development	1,000.00
26526304-5001  Dispute Resolution/Compensation	26526304-5308  Disputer Resolution/Memberships	300.00
26526304-5001 Dispute Resolution/Compensation	26526304-5310 Dispute Resolution/Travel Out of County	2,000.00
26326204-5001 Juvenile Drug Court/Compensation	26326204-5350 Juvenile Drug Court/Human Services	42,132.98

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Decrease Appropriation

26326204-5001	Juvenile Drug Court/Compensation	\$ (21,842.02)
26326204-5101	Juvenile Drug Court/Hospital	\$ (16,950.00)
26326204-5120	Juvenile Drug Court/PERS	\$ (8,865.00)
26326204-5131	Juvenile Drug Court/Medicare	\$ (930.00)
26326204-5102	Juvenile Drug Court/Workers Comp	\$ (191.21)
26326204-4509	Juvenile Drug Court/Federal Grant	\$ (67,712.02)

Vote on Motion: Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 07 -348

IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY DEPARTMENT OF  
JOB AND FAMILY SERVICES FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE,  
MEALS, REFRESHMENTS AND OTHER AMENITIES FOR CHILD ABUSE PREVENTION  
BREAKFAST:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the following:

WHEREAS, The Ohio Attorney General Opinion No. 82-006 addresses the issue Expenditure Of Public Funds For Proper “Public Purpose”, and

WHEREAS, The October 20, 2003, State Auditor’s ruling on payment of Expenditures Of Public Funds For Proper “Public Purpose” states that for persons who are employees or non-employees of the County, the Commissioners must pre-approve expenditures for the purchase of coffee, meals, refreshments and other amenities.

WHEREAS, April is recognized as Child Abuse Prevention month; and

WHEREAS, Delaware County Department of Job and Family Services has planned a breakfast reception to observe Child Abuse Prevention on April 9; and

WHEREAS, the State has allocated special funding for this purpose; and

WHEREAS, the Department requests approval to procure catering services for this event; and

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

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of Department of Job and Family Services funds in an amount not to exceed \$337.50 to assist in funding the purchase of refreshments and other amenities for Child Abuse Prevention Month 2007.

Vote on Motion: Mr. Evans Aye Mr. Ward Aye Mr. Jordan Nay

RESOLUTION NO. 07-349

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB  
AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE  
PROVIDER EDUCARE.:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the following:

BASIC RATES

Full-time Week for Licensed Center and Type A Providers: 25 to 60 hours  
Hourly: Paid after 60 hours

Part-time Week for Center and Type A Providers: 8 hours to 24.9 hours  
Hourly Paid for .1 hour to 7.9 hours

Full-time Week for Certified Type B Home Providers: 25 hours to 50 hours  
Hourly: Paid after 50 hours

Part-time Week for Home Providers: 8 hours to 24.9 hours  
Hourly Paid for .1 hour to 7.9 hours



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Child Care Provider		Full	Part Time	Hourly
EduCare Montessori 2733 Summer Drive Dublin Ohio 43016	Infant	\$169.90	\$ 134.21	\$ 8.76
	Toddler	\$149.42	\$ 108.70	\$ 6.39
	Preschool	\$133.89	\$ 94.80	\$ 5.84
	Schoolage	\$102.38	\$ 71.99	\$ 5.39
	Before & After	\$ 90.00	\$ 71.99	\$ 5.39
	Before School Only	\$ 71.99	\$ 71.99	\$ 5.39
	After School Only			

Vote on Motion:            Mr. Jordan            Aye            Mr. Evans            Aye            Mr. Ward            Aye

RESOLUTION NO. 07-

IN THE MATTER OF APPROVING AMENDMENTS TO PURCHASE OF CHILD CARE SERVICES CONTRACT AS FOLLOWS:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the following:

Child Care Unlimited Galena

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

This amendment, effective March 7, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Child Care Unlimited - Galena entered into on the 1<sup>st</sup> day of January 2007.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$20,000 to \$60,000.

This agreement signed on the 7<sup>th</sup> day of March 2007.

Shelly Heuser

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

This amendment, effective March 7, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Shelly Heuser entered into on the 1<sup>st</sup> day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

(1) **Basic Rates** Please add the following rates:

Infants:

Full Time: \$132.08  
PT Time: 86.16  
Hrly: 5.09

Vote on Motion:            Mr. Jordan            Aye            Mr. Evans            Aye            Mr. Ward            Aye

RESOLUTION NO. 07351

IN THE MATTER OF APPROVING AND AGREEMENT FOR PUBLIC ASSISTANCE STAFF TRAINING BETWEEN THE DELAWARE COUNTY COMMISSIONERS , THE DEPARTMENT OF JOB AND FAMILY SERVICES AND SANDRA ROGINSKI:

This Agreement is entered this 23rd day of February, 2007 between Sandra Roginski, whose address is: 11885 Friar Post, North Royalton, Ohio 44133, (“the Provider”), and the Delaware County Department of Job & Family Services (“the Department”), whose address is 140 N. Sandusky, Delaware, Ohio 43015 for the purpose of the Department acquiring and agreeing to pay for training to be provided at the Department for

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employees of the Department for the period of March 19, 2007 through June 30, 2007 and the Provider agreeing to provide such training services.

In exchange for the compensation provided for in this Agreement the Provider Agrees to provide to the Department training as outlined in the Worker Training Proposal ("Proposal") dated February 17, 2007 and which is attached hereto and by this reference fully incorporated as if fully re-written here to be provided at the Department for the period of April 2, 2007 through June 30, 2007.

The Provider understands and agrees that the Provider shall provide such services for the Department as an independent contractor and, as such, is not an employee of the Department or of Delaware County and is not entitled to any of the benefits of employment with the Department or Delaware County, Ohio. The Provider understands and agrees that as an independent contractor the Provider is responsible for complying with all federal, state and local laws, including but not limited to: reporting income for federal, state and local income tax purposes; reporting for and paying self employment taxes; reporting for and paying for workers compensation; establishing a retirement plan, if desired; and/or purchasing hospitalization and other insurance coverage, if desired.

The Provider understands and agrees that the Provider shall receive and the Department shall pay fees and expenses to the Provider for time rendered in providing the training services provided for in this Agreement as follows:

Classroom Training Charge:           \$96.00 per hour = \$576 per 6 hour training day = \$1728 per 3 day training period.

The Provider understands and agrees that the total maximum amount of compensation provided under this Agreement shall not exceed \$ 10,368.

The Provider understands and agrees that certain expenses incurred while providing services under this Agreement may be reimbursed by the Department. The Provider understands and agrees that the Provider must submit invoices to the Department on a monthly basis in order for those expenses to qualify for reimbursement. The Department agrees to review all invoices submitted and authorize, with adjustments if needed, reimbursement for expenses or services documented by the invoices within fifteen working days of their receipt.

The Provider understands and agrees that any information concerning any clients of the Department the Provider receives from the Department, or is collected by the Provider during the provision of services under this Agreement is confidential. The Provider further understands and agrees that any disbursement, use or disclosure of such information, is prohibited and may result in the termination of this Agreement.

To the fullest extent of the law, the Provider agrees to indemnify and save and hold harmless and defend the Department, Delaware County, the Delaware County Board of County Commissioners and the Ohio Department of Job & Family Services and their respective officers, employees, representatives, agents, and volunteers against any and all liability, loss, damage, injury, and/or related expenses, whatever the nature, as a result of the performance under or by this Agreement or incurred through the provision of services under this Agreement.

The Provider agrees and shall undertake to defend, at its own expense, any and all actions, claims, or demands, whatever the nature, brought against the Department, the Ohio Department of Job and Family Services, Delaware County, and the Delaware County Commissioners and each of their respective officers, employees, agents, representatives, and volunteers by reason of or through the performance of this Contract, and to pay, settle, compromise and procure the discharge of any judgments, damages, losses and expenses, including, but not limited to attorney's fees.

The Provider agrees to maintain compliance with all federal, state and local laws and regulations that govern the provision of the services to be contemplated under this Agreement.

The Department and the Provider agree that there shall be no discrimination against any client or any other individuals because of race, color, sex, national origin or handicapped condition as specified in the Civil Rights Act of 1964 and subsequent amendments in the performance of this Agreement. It is further agreed that the Provider will fully comply with all the appropriate federal, state and local laws regarding such discrimination, and the right to and method of appeal will be made available to all persons receiving services under this Agreement.

In the event the Provider receives an overpayment, the Provider agrees to repay the Department the amount of overpayment to which the Provider was not entitled.

This Agreement may be terminated by the Provider or by the Department upon seven calendar day's written notice. The failure of the Provider to honor the terms of this Agreement and/or the related federal, state and local laws and regulations applicable to services rendered under this Agreement shall result in immediate termination of this Agreement. If circumstances require changes in any of the terms of this Agreement, the

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Provider must notify the Department immediately.

The Provider understands and agrees that payment by the Department for all services provided under this Agreement depends upon the federal, state or local funds for reimbursement.

The Provider understands and agrees that the termination of federal, state or local reimbursement may require changes to or termination of this Agreement. Such changes or termination will be effective on the date that the federal, state or local reimbursement is terminated or at any later date determined by the Department.

Provider states and agrees that the individual(s) who, on behalf of the Provider, have reviewed this Contract and effectuate this Contract by attaching their signatures below are officers of the Provider and are authorized to and have authority to enter this Contract on behalf of the Provider and by so signing have authority to bind and does bind the Provider to any and all terms of this Contract.

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

This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all actions or claims brought pursuant to or in relation to this Agreement shall be brought in the courts of Delaware County, Ohio.

Provider 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, Provider agrees make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Agreement is contingent upon full completion of such certificate and “No” being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Agreement and by this reference made a part of this Agreement.

This Agreement shall constitute the entire understanding and agreement between the Department and Provider, 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.

Approval of Purchase Order to Sandra Roginski in the amount of \$10,368.00

Vote on Motion:            Mr. Evans            Aye            Mr. Ward            Aye            Mr. Jordan            Aye

**RESOLUTION NO. 07-352**

**IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS, THE DEPARTMENT OF JOB AND FAMILY SERVICES AND OESTERLEN SERVICES FOR RESIDENTIAL TREATMENT:**

It was moved by Mr. Ward , seconded by Mr. Jordan to approve the following:

IN WITNESS WHEREOF, the parties have executed this contract as of the date of the signature of the This Contract is entered into by and between the Delaware County Department of Job and Family Services, a Title IV-E Agency, hereinafter Agency whose address is 140 N. Sandusky Street, Delaware, Ohio 43015, and Oesterlen Services for Youth, Inc., hereinafter Provider whose address is 1918 Mechanicsburg Road, Springfield, Ohio 45503. This contract sets forth the terms and conditions between the parties for placement and related services for children who are in the care and custody of the Agency.

**RECITALS**

Whereas, the Agency is responsible under Chapter 5153. Ohio Revised Code (ORC) for the custody and care of, and protective services for dependent, neglected and abused children; and,

Whereas, the Agency is authorized under Chapter 5153. Ohio Revised Code to provide care and services which it deems to be in the best interest of any child who needs or is likely to need public care and services; and,

Whereas, the Provider is an organization incorporated under the laws of the State of Ohio or other state; and is licensed, certified or approved to provide placement and related services to children in accordance with Ohio laws or the state where the placement facility or foster home is located,

NOW, THEREFORE, in consideration of the mutual promises and responsibilities set forth herein, the Agency and Provider agree as follows:

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**ARTICLE I  
DEFINITIONS GOVERNING THIS CONTRACT**

The following definitions shall govern this Contract:

- A. IV-E Allowable Costs means those costs as specified in accordance with 5101:2-47-11(C) and 5101:2-47-25 of the Ohio Administrative Code.
- B. IV-E Unallowable Costs means those cost as specified in accordance with 5101:2-47-11(C) and 5101:2-47-26 of the Ohio Administrative Code.
- C. C.F.R. means Code of Federal Regulations.
- D. Administration Costs means those costs as specified in 45 C.F.R. 1356.60.
- E. Maintenance Costs means those costs as specified in 42 U.S. Code 675 (4) (A).
- F. Foster Home means a licensed private residence in which children are received apart from their parents, guardian, or legal custodian, by an individual reimbursed for providing the children nonsecure care, supervision, or training twenty-four (24) hours a day seven (7) days a week. Foster Home does not include care provided for a child in the home of a person other than the child's parent, guardian, or legal custodian while the parent, guardian, or legal custodian is temporarily away. (1) Family Foster Homes, (2) Preadoptive Infant Foster Homes and (3) Specialized Foster Homes are types of foster homes.
- G. Family foster home means a foster home that is not a specialized foster home.
- H. Specialized Foster Home means a medically fragile foster home or a treatment foster home.
  - (1) Medically Fragile Foster Home means a foster home that provides specialized medical services designed to meet the needs of children with intensive health care needs who meet all of the following criteria:
    - (a) under rules adopted by the Ohio Department of Job and Family Services (ODJFS) governing payment under Ohio Revised Code Chapter 5111. for long-term care services the children require a skilled level of care;
    - (b) the children require the services of a doctor of medicine or osteopathic medicine at least once a week due to the instability of their medical conditions;
    - (c) the children require the services of a registered nurse on a daily basis;
    - (d) the children are at risk of institutionalization in a hospital, skilled nursing facility, or intermediate care facility for the mentally retarded.
  - (2) Treatment Foster Home means a foster home that incorporates special rehabilitative services designed to treat the specific needs of the children received in the foster home and that receives and cares for children who are emotionally or behaviorally disturbed, chemically dependent, mentally retarded, or developmentally disabled, or who otherwise have exceptional needs.
  - (3) Treatment Foster Caregiver means a person who has been specifically trained and certified pursuant to Rules 5101:2-5-20 to 5101:2-5-35 and 5101:2-7-02 to 5101:2-7-16 of the Administrative Code to provide treatment to children with special or exceptional needs placed in the treatment foster home..
- I. Generally Accepted Accounting Principles has the meaning specified in generally accepted auditing standards issued by the American Institute of Certified Public Accountants (AICPA).
- J.
- K. Government Auditing Standards means generally accepted government auditing standards issued by the Comptroller General of the United States.
- L. Office of Management and Budget (OMB) Circular A-110. Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations. This Circular sets forth standards for obtaining consistency and uniformity among Federal agencies in the administration of grants to and agreements with institutions of higher education, hospitals and other non-profit organizations.
- L. Office of Management and Budget (OMB) Circular A-122. Cost Principles for Non-Profit Organizations.
- M. Office of Management and Budget (OMB) Circular A-87. Cost Principles for State,

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Local and Indian Tribal Governments.

N.

ARTICLE II  
SCOPE OF PLACEMENT SERVICES

- A. Provider agrees to provide placement and related services for children in the care and custody of the PCSA as consistent with current state and federal laws, federal and state regulations, and those PCSA’s policies and procedures that have been made available to the Provider.

ARTICLE III  
CONTRACT TERM

- A. This Contract is in effect from February 21, 2007 through June 30, 2007 unless this Contract is suspended or terminated pursuant to ARTICLE V prior to the termination date.

ARTICLE IV  
REIMBURSEMENT FOR PLACEMENT AND RELATED SERVICES

- A. The maximum amount payable pursuant to this contract is \$41,000 and no cents (\$41,000.00) for placement and related services. However, it is understood that the actual amount paid may be less, based upon services provided and reports received.
- B. Agency agrees to pay Provider on the basis of a daily per diem for the placement for each child as identified in each child’s Individual Child Care Agreement. Changes in per diem rates require prior approval of the Agency. Agency may request a change in per diem. Requests from the Agency require a response within 15 days of request. The per diem for placement shall include costs for clothing, allowances, incidentals, and transportation at a minimum. Provider shall disclose all services covered by the per diem.
- C. Agency will pay for the first day that the child is in placement regardless of the number of hours associated with that day. Agency will not pay for the last day that the child is in placement regardless of the number of hours associated with that day.
- D. Provider will submit to the Agency on a monthly basis, a detailed invoice for placement and services specifically delivered on behalf of the child. All invoices shall include the following information:
- 1. Provider’s name, address, telephone number, fax number, federal tax identification number, Title IV-E provider number, if applicable and Medicaid provider number, if applicable.
  - 2. Billing date and the billing period;
  - 3. Name of child, date of birth of child;
  - 4. Admission date and discharge date, if available;
  - 5. Per diem reimbursement for the following categories:
    - A. Maintenance
    - B. Administration
    - Other Direct Services
    - Other costs - (any other cost the PCSA has agreed to participate in)

With the recent consensus to use historical cost rather than current cost, ODJFS will utilize the provider’s cost report to break out the provider’s cost per diem, and make this information available to both the PCSA and the provider. Therefore, the provider is not required to include the per diem cost on their monthly invoices.

All costs associated with care of the child and for which reimbursement is expected from the PCSA shall be included in the per diem.

- E. Subject to the provisions of ORC Sections 307.01, 329.02 and 2151.01, which shall at all times govern this Contract, Agency represents: (1) that it has adequate funds to meet its obligations under this Contract; (2) that it intends to maintain this Contract for the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period; and (3) that it will use its best effort to obtain the appropriation of any necessary funds during the term of this Contract. It is understood by Provider that availability of funds is contingent on appropriations made by the County, State and Federal government.

ARTICLE V  
TERMINATION; BREACH AND DEFAULT

- A. This Contract may be terminated in advance of its specified term by either the Agency or the Provider upon written notification given thirty (30) days in advance of termination sent by certified mail, return receipt requested, to the first known address of the terminated party shown hereinabove or at such other address as may hereinafter be specified in writing. All monies due the Provider from the Agency will be

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paid at the time of such termination.

- B. Notwithstanding ARTICLE V, Section A, the Agency may terminate this Contract immediately upon delivery of written notice to the Provider if the Agency discovers illegal conduct on the part of Provider involving the health, safety or welfare of the child, any violation of ARTICLE X of the Contract, or loss of funding as set forth in ARTICLE IV.
- C. Provider, upon receipt of notice of termination, agrees that it will cease work on the terminated activities under this Contract, terminate all subcontracts relating to such terminated activities, take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report as of the date of receipt of notice of termination describing the status of all work under this Contract, including without limitation, results accomplished, conclusions resulting therefrom, and such other matters as the Agency may require.
- D. In the event of termination under this ARTICLE V, both Provider and Agency shall use all good faith efforts to minimize adverse affect on the child by the loss of the Contract. At all times the best interest of the children shall guide the parties' actions.
- E. In the event of termination under this ARTICLE V, the Provider will be entitled to reimbursement, upon submission of a proper invoice, for the cost incurred prior to receipt of notice of termination. The reimbursement will be calculated by the Agency based on the rate set forth in ARTICLE IV. The Agency shall receive credit for reimbursement already made when determining the amount owed to the Provider. The Agency is not liable for cost incurred by the Provider subsequent to the date of receipt of notice of termination.
- F. Upon breach or default of any of the provisions, obligations or duties embodied in this Contract, the parties may exercise any administrative, contractual, equitable, or legal remedies available, without limitation. The waiver of any occurrence of breach or default is not a waiver of subsequent occurrences, and the parties retain the right to exercise all remedies hereinabove mentioned.
- G. If the Agency or Provider fails to perform an obligation or obligations under this Contract and thereafter such failure(s) is (are) waived by the other party, such waiver is limited to the particular failure(s) so waived and shall not be deemed to waive other failures hereunder. Waiver by the Agency is not effective unless it is in writing signed by the Agency director or designee.

**ARTICLE VI  
PROVIDER RESPONSIBILITIES**

- A. Provider agrees to participate with Agency in the development and implementation of the case plan for the child in placement with the Provider. The Agency shall provide a copy of the case plan to the Provider within 30 days of placement or within a reasonable time thereafter as agreed to by the parties.
- B. Provider agrees that it will not permit funds to be paid or committed to be paid to any corporation, firm, association or business in which any of the members of the governing body of the agency, the executive personnel or their immediate families have any direct or indirect financial interest, or in which any of these persons serves as an officer or employee; unless the services or goods involved are provided at a competitive cost and under terms favorable to the Provider. The Provider shall make written disclosure, in the minutes of the board, of any and all financial transactions of the Provider in which a member of the board of his/her immediate family is involved. Provider agrees to adhere to the requirements of rule 5101:2-47-261(F) of the Ohio Administrative Code as it relates to this provision.
- C. To the fullest extent permitted by law, the Provider agrees to indemnify and save and hold the Agency, Delaware County, the Delaware County Board of Commissioners and/or their respective officers, employees, agents, servants, representatives and volunteers free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney's fees, arising from any incident, damages, injury, accident or occurrence related in any manner to the Provider's performance of this Contract. The Provider shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Agency, Delaware County, the Delaware County Board of Commissioners and/or their respective officers, employees, agents, servants, representatives and volunteers by reason of the Provider's performance of this Contract, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney's fees.

The Provider assumes full liability and agrees to indemnify the Agency, Delaware County, the Delaware County Board of Commissioners and/or their respective officers, employees, agents, servants, representatives and volunteers for any and all damages, injuries, or harm, no matter the nature or kind, to the Agency/County, Agency/County Employees, Agency/County property, and Agency/County personal property resulting or caused, directly or indirectly, by the Provider's performance under this Contract. Such indemnification includes attorneys fees and any and all costs associated with any legal action or litigation resulting from damages, injuries, or harm directly or indirectly caused by work performed under this Contract.

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The Provider shall carry and maintain throughout the life of this contract such general bodily injury and property damage liability insurance as will protect it and the Agency, Delaware County, the Delaware County Board of Commissioners and/or their respective officers, employees, agents, servants, representatives and volunteers against claims for personal injury, including death or property damage, which may arise from the Provider's performance under this Contract, or from use of vehicles in connection therewith, and shall include coverage for indemnification as described above. Such general liability insurance shall have a minimum of one million dollars (\$1,000,000.00) of coverage covering any and all work performed under this Contract. The Provider, prior to performance, providing services, and/or beginning work under this Contract will provide proof of such insurance to the Agency.

The Provider will maintain throughout the life of this Contract adequate insurance as provided by law on any vehicle used in connection with performing the requirements or obligations of this contract. The Provider, prior to beginning work will provide proof of such insurance to the Agency.

The Provider will also provide proof of coverage by the Bureau of Workers Compensation. Such proof shall be provided to the Agency prior to the Provider's performance, providing services, and/or beginning work under this Contract.

- D. Provider agrees to submit a monthly progress report to the Children Services Administrator as negotiated by the parties for each child no later than the 15th day of each month. The progress report will be based on the child's case plan and should include documentation of services provided to the child (visits to the child, counseling outcomes, etc.). Failure to submit the progress report invoice will result in a delay of payment, until such time that the Provider comes into compliance.
- E. Provider agrees to provide contact with the child and caretaker weekly. Weekly contact shall consist of a minimum of two face-to-face contacts per month in the child's placement. The caregiver shall prepare, and keep current a written record of behavior and progress of the child towards achieving the treatment goals as identified in the treatment plan.
- F. Provider agrees that while Provider may have input into the development of the child's case plan, that and all disputes regarding services or placement shall be resolved through a joint case conference. Provider agrees that Agency is the final authority.
- G. Provider agrees that child will not be moved to another foster home or other out-of-home care setting within the Provider's network without prior notification to the Agency, except in an emergency situation.
- H. Provider also agrees to notify the Agency, when and if any of the following safety conditions exists: (1) the child is absent without leave, (2) the child received emergency treatment from a medical professional, (3) the child is involved in a critical incident, (4) the child is a victim or perpetrator of an assault, (5) the child's medication has changed, (6) the child is suspended or expelled from school, (7) the filing of any law enforcement report involving the child or (8) when physical restraint is used/applied. The Provider will contact the Agency at the time of the incident by contacting the emergency contact for the Agency. The Provider will also provide a written incident report within 24 hours. Failure to provide incident reports will result in delay of payment. The Agency reserves the right to move a child at risk without notice. The Agency will not be responsible for the per diem for that day of removal or beyond.
- I. Provider agrees to submit each child's assessment and treatment plans within thirty days of placement. Provider further agrees to provide treatment planning that will include, but is not limited to, education on or off site, preparation for integration into community based-school or vocational/job skills training, community service activities, monitoring and supporting community adjustment. Provider will submit monthly detailed documentation on progress, activities, visitation, etc. to the Agency to the attention of the Children Services Administrator.
- J. Provider agrees to participate in joint planning with the Agency regarding modification to the case plan.
- K. Provider agrees that for each child who is being terminated from substitute care to submit a discharge summary with that month's invoice or within 20 days following discharge, whichever is greater.
- L. Provider agrees to provide additional services as agreed to in the case plan (i.e., transportation of children for routine services, including, but not limited to, court hearings, visitations, family visits, medical appointments, school, therapy, recreational activities, as provided in the Individual Child Care Agreement).
- M. Provider agrees to provide transportation to subsequent placements including those outside the Provider Network.
- N. Provider agrees to notify Agency of any changes in its status, such as intent to merge with another business or to close no later than forty five (45) days prior to the occurrence.

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- O. Provider agrees to provide the Agency with copies of foster home licenses at the time of placement and recertification. Provider also agrees to notify Agency with 24 hours of any change in the status of a foster home.
- P. Provider agrees to transfer copies of child records to the Agency within 48 hours of request.
- Q. Provider shall provide Agency with a breakdown and description of each level of care and the responsibilities of provider and substitute care setting.
- R. Provider shall provide Agency with a 60-day written notice of changes in per diem.
- S. Provider shall notify the Agency prior to placing a child in respite care. Notification will include such information as name, address, and phone number of the respite provider.
- T. Provider agrees to continue the per diem for a child that is absent without leave for 7 days if the plan determined by the Agency is to return the child to that placement. If there is no plan to return the child, the per diem will stop on the day the child leaves.

**ARTICLE VII  
AGENCY RESPONSIBILITIES**

- A. Agency agrees to participate in periodic meetings at least quarterly with each child's treatment team for case treatment plan development, review and revision.
- B. Agency agrees to arrange for the transfer of each child's school records to the child's new school within ten calendar days.
- C. Agency agrees to provide a copy of the social history, medical history, and Medicaid card within thirty (30) calendar days of the first day of placement.
- D. Agency agrees to review the Provider's Invoice for completeness before making reimbursement. Any undisputed Invoice received within the time frame specified by the Agency will be promptly paid to the Provider within forty-five (45) days of receipt. Failure of the Agency to comply with the prompt payment requirement will be part of the grievance process.
- E. Agency agrees to provide the Provider with an emergency contact on a twenty-four (24) hour, seven (7) day per week basis.

**ARTICLE VIII  
PROVIDER ASSURANCES AND CERTIFICATIONS**

- A. Provider certifies that all services provided under this contract will comply with the Multiethnic Placement Act, 108 STAT. 3518, as amended by Section 1808 of the Small Business Jobs Protection Act of 1996, 110 STAT. 1755, which prohibits any agency from denying any person the opportunity to become an adoptive or foster parent on the basis of race, color or national origin, or delaying or denying the placement of a child for adoption or into foster care on the basis of race, color or national origin of the adoptive or foster parent or of the child involved.
- B. Provider certifies compliance with Ohio Revised Code, Section 2151.86 concerning criminal records check.
- C. Provider certifies compliance with Drug Free Work Place Requirements as outlined in 45 C.F.R. Part 76, Subpart F.
- D. Provider certifies compliance with 45 C.F.R. Part 80, Nondiscrimination under programs receiving Federal assistance through the Department of Health and Human Services effectuation of Title VI of the Civil Rights Act of 1964.
- E. Provider certifies compliance with 45 C.F.R. Part 84, Non-Discrimination on the Basis of Handicap in Programs or Activities Receiving Federal Assistance.
- F. Provider certifies compliance 45 C.F.R. Part 90, Non-Discrimination on the Basis of Age in Programs or Activities Receiving Federal Assistance.
- G. Provider certifies compliance with the American with Disabilities Act, Public Law 101-226.
- H. Provider certifies compliance with all local, state and Federal laws prohibiting discrimination.
- I. Provider certifies that it will provide a copy of its license(s) or an ODJFS letter extending a previous license, to the Agency prior to the signing of the contract.



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- J. Provider certifies that it will seek to maintain its license, and that upon receipt of the renewal of its license or upon receipt of an ODJFS letter extending a previous license, a copy of the license will be provided to the Agency within five business days.
- K. Provider certifies that it will notify Agency within 24 hours if it receives any status other than full licensure.
- L. Provider certifies that it will not deny or delay services to eligible persons because of the persons race, color, religion, national origin, gender, orientation, disability or age.

**ARTICLE IX  
RECORDS RETENTION REQUIREMENTS**

- A. Provider agrees that all records, documents, writings or other information, including, but not limited to, financial records, census records, client records and documentation of legal compliance with Ohio Administrative Code rules, produced by Provider under this Contract, and all records, documents, writings or other information, including but not limited to financial, census and client used by Provider in the performance of this Contract are treated according to the following terms:

- (1) All records relating to costs, work performed and supporting documentation for invoices submitted to the Agency by the Provider along with copies of all deliverables submitted to the Agency pursuant to this Contract will be retained and made available by the Provider for inspection and audit by the Agency or other relevant agents of the State of Ohio (including, but not limited to, the County Prosecutor, ODJFS, the Auditor of the State of Ohio, the Inspector General of Ohio, or any duly authorized law enforcement officials), and the United States Department of Health and Human Services for a minimum of three years after reimbursement for services rendered under this Contract.

If an audit, litigation, or other action is initiated during the time period of the agreement, the Provider shall retain such records until the action is concluded and all issues resolved or the three years have expired, whichever is later.

Provider shall assure that all such records described in this section which are possessed by a third party are retained the same as records held by the Provider pursuant to the terms of this section.

- B. Provider agrees that it will not use any information, systems, or records made available to it for any purpose other than to fulfill the contractual duties specified herein, without permission of the Agency. Provider further agrees to maintain the confidentiality of all children and families served. No identifying information on children served will be released for research or other publication without the express written consent of the Agency Director.
- C. Provider agrees to keep all financial records in a manner consistent with generally accepted accounting principles.
- D. Provider agrees that each financial transaction shall be fully supported by appropriate documentation. Provider further agrees that such documentation shall be available for examination within a reasonable period of time, but not later than sixty days, after a written request has been made.

**ARTICLE X  
INDEPENDENT CONTRACTOR**

Provider agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Contract. Provider also agrees that, as an independent contractor, Provider assumes all responsibility for any federal state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder. Provider certifies that all approvals, licenses, or other qualifications necessary to conduct business in Ohio have been obtained and are operative.

**ARTICLE XI  
AUDITS**

- A. Provider agrees to make available to Agency a copy of the independent audit it receives in accordance with Ohio Revised Code section 5103.0323.
- B. If through an audit of Provider's cost report in accordance with Ohio Administrative Code rule 5101:2-47-01(L), it is discovered that non-allowable costs were reported on the Title IV-E cost report, Provider agrees to refund to Agency any overpayments resulting from the non-allowable costs. This refund is designed to make the Agency whole, since the Agency is responsible for refunding all overpayments to ODJFS.

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- C. Agency and Provider acknowledge that the ODJFS has rescinded Ohio Administrative Code rule 5101:2-47-26.2. Therefore, Provider is not required to retain the services of an independent public accountant to audit its 2001 Title IV-E cost report. If in the future ODJFS promulgates a new audit rule, the Agency and Provider agree to amend the contract as necessary to ensure compliance with the new state rule(s).
- D. If Provider participates in the Title IV-E program, Provider agrees to timely file its Title IV-E cost report with the Ohio Department of Job and Family Services (ODJFS). Failure to timely file the Title IV-E cost report will result in a financial penalty of 50% only for IV-E eligible children. This penalty is designed to off-set any cost the Agency may incur during the time period that the Provider is without a Title IV-E rate.
- E. For financial reporting purposes and for Title IV-E cost reporting purposes, Provider agrees to follow the cost principles set forth in the following publications:
  - (1) Where applicable, Office of Management and Budget Circular A-122, Cost Principles for Non-Profit Organizations,
  - (2) Where applicable, Office of Management and Budget Circular A-110, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals and Other Non-Profit Organizations,
  - (3) Where applicable, Office of Management and Budget Circular A-87, Cost Principles for State, Local and Indian Tribal Government,
  - (4) Ohio Administrative Code rule 5101:2-47-11(C), Allowable and Unallowable Cost Guidelines,
  - (5) Ohio Administrative Code rule 5101:2-47-25 Foster Care Maintenance Rate Setting: Allowable Cost for Use in Completing the ODJFS 02909 Residential Child Care Facility Cost Report and the ODJFS 02910 Purchased Family Foster Care Cost Report.
  - (6) Ohio Administrative Code Section 5101:2-47-26, Foster Care Maintenance Rate Setting: Unallowable Costs for Use in Completing the ODHS 02909 Residential Child Care Facility Cost Report and the ODHS 02910 Purchased Family Foster Care Cost Report.
  - (7) If reporting requirements are not addressed in either of the above mentioned publications, then Provider shall adhere to generally accepted accounting principles reporting requirements.

**ARTICLE XII  
GRIEVANCE /DISPUTE RESOLUTION PROCESS**

- A. The Agency and Provider agree to be bound by the Grievance/Dispute Resolution process as negotiated between the parties and provided to each in writing.

**ARTICLE XIII  
AMENDMENTS**

- A. This writing constitutes the entire agreement between the parties with respect to all matters herein. This contract may be amended only by a writing signed by both parties; however, it is agreed by the parties that any amendments to laws or regulations cited herein will result in the correlative modification of this contract, without the necessity for executing written amendments. The impact of any applicable law, statute, or regulation not cited herein and enacted after the date of execution of this contract will be incorporated into this contract by written amendment signed by both parties and effective as of the date of enactment of the law, statute, or regulation. Any other written amendment to this contract is prospective in nature.

**ARTICLE XIV  
NOTICE**

- A. Notice to the Agency regarding any of the terms and conditions of this contract should be provided to the Agency's Executive Director at Delaware County Department of Job and Family Services, at 140 N. Sandusky Street, Delaware, Ohio 43015.
- B. Notice to the Provider regarding any of the terms and conditions of this contract should be provided to the Corporate President at Oesterlen Services for Youth, Inc., at 1918 Mechanicsburg Road, Springfield, Ohio 45503.

**ARTICLE XV  
FINDING FOR RECOVERY**

- A. Provider certifies that it has no outstanding findings for recovery pending or issued against it by the

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State of Ohio.

ARTICLE XVI  
DMA FORM STATEMENT

- A. Provider 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, Provider 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.

ARTICLE XVII  
CONSTRUCTION

This contract shall be governed, construed, and enforced in accordance with the laws of the State of Ohio. Should any portion of this contract be found to be unenforceable by operation of statute or by administrative or judicial decision, the operation of the balance of this contract is not affected thereby; provided, however, the absence of the illegal provision does not render the performance of the remainder of the contract impossible.

Vote on Motion: Mr. Jordan Aye Mr. Evans Aye Mr. Ward . Aye

RESOLUTION NO. 07-353

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the following:

April Riley has been promoted to an Income Maintenance Worker III effective April 2, 2007

Sherry Melvin has been promoted to an Income Maintenance Worker III effective April 2, 2007

Vote on Motion: Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

RESOLUTION NO. 07-354

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS AT JUNIA GLEN :

It was moved by Mr. Ward, seconded by Mr. Jordan to accept the sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Junia Glen 959 feet of 8 inch sewer, and 5 manholes

Vote on Motion: Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 07-355

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR GOLD’S GYM AT SAWMILL PARKWAY :

It was moved by Mr. Ward, seconded by Mr. Jordan to accept the following Sanitary Subdivider’s Agreement:

HIS AGREEMENT executed on this 26 day of March 2007, by and between P & P REAL ESTATE, LLC SUBDIVIDER, as evidenced by the GOLD’S GYM AT SAWMILL PARKWAY Subdivision Plat filed with the Delaware County Recorder, Delaware County, Ohio and the BOARD OF COUNTY COMMISSIONERS of Delaware County, Ohio is governed by the following considerations and conditions, to wit:

Said SUBDIVIDER is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this AGREEMENT; said SUBDIVIDER is to execute Bond, certified check, irrevocable letter of credit, or other approved financial warranties equal to the cost of construction (\$24,000.00) which is acceptable to the COUNTY COMMISSIONERS to insure faithful performance of this AGREEMENT and the completion of all improvements in accordance with the Subdivision Regulations of Delaware County, Ohio. The SUBDIVIDER shall pay the entire cost and expense of said improvements. The bond, certified check, irrevocable letter of credit, or other approved financial warranty shall remain in effect until released by the COUNTY at the completion of construction.

The SUBDIVIDER shall indemnify and save harmless the County, Townships and/or Villages and all of their officials, employees and agents from all claims, suits, actions and proceedings which may originate

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from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any action, or omissions of any contractor or sub-contractor or from any material, method or explosive used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

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

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

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

**SANITARY SEWER CONSTRUCTION**

It is further agreed that upon execution of this AGREEMENT, the SUBDIVIDER shall deposit, with the DELAWARE COUNTY SANITARY ENGINEER the sum of \$2,880.00, estimated to be necessary to pay the cost of inspection by the DELAWARE COUNTY SANITARY ENGINEER. The DELAWARE COUNTY SANITARY ENGINEER shall subtract from the above sum an amount equal to three and one-half percent (3½%) of the construction cost of the IMPROVEMENTS for plan review. The DELAWARE COUNTY SANITARY ENGINEER shall in his sole discretion inspect, as necessary, the IMPROVEMENTS being installed or constructed by the SUBDIVIDER and shall keep accurate records of the time spent by his employees and agents in such inspections for which the SANITARY ENGINEER shall be reimbursed from charges against said deposit. At such time as said fund, as a result of charges against the same at the rate of:

INSPECTOR \$75.00  
CAMERA TRUCK \$150.00

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

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

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

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

**ALL CONSTRUCTION UNDER COUNTY JURISDICTION:**

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

(1) "as built" drawings on the IMPROVEMENTS which plans shall become the property of the COUNTY and shall remain in the office of the DELAWARE COUNTY SANITARY ENGINEER and DELAWARE COUNTY ENGINEER. The drawings shall be on reproducible MYLAR and 3.5" or 5.25" Diskettes in either Autocad DWG files or DXF files.

(2) an itemized statement showing the cost of IMPROVEMENTS

**(3) a waiver of lien from all Contractors associated with the project that all material and labor costs have been paid. The SUBDIVIDER shall indemnify and hold harmless the COUNTY from expenses or claims for labor or materials incident to said construction of the IMPROVEMENTS.**

The SUBDIVIDER shall within thirty (30) days following completion of construction, and prior to final acceptance, furnish to the DELAWARE COUNTY SANITARY ENGINEER a five (5) year maintenance Bond, or other approved financial warranties, equal to ten percent (10%) of the construction cost.

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

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

Should the SUBDIVIDER become unable to carry out the provisions of this AGREEMENT, the

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SUBDIVIDER'S heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions, and requirements of this AGREEMENT.

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

Vote on Motion: Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

**RESOLUTION NO. 07-356**

**IN THE MATTER OF SETTING THE DATE AND TIME FOR SEALED BIDS FOR THE PROVISION OF SOLID WASTE TRANSFER STATION OPERATIONS AND HAULING TO DISPOSAL SITE SERVICES AND SOLID WASTE DISPOSAL SITE SERVICE FOR DELAWARE COUNTY**

It was moved by Mr. Jordan , seconded by M. Ward to approve the following:

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 at **4:00 PM on April 13, 2007**, at which time they will be publicly opened and read aloud for the provision of Solid Waste Transfer Station Operations and Hauling to Disposal Site Services and Solid Waste Disposal Site Service for Delaware County.

A mandatory pre-bid meeting will be held at 9:00AM on **April 6th, 2007** at the Division of Environmental Services Offices, 50 Channing Street, Delaware, Ohio.

Each bid must contain the full name of every person or company interested in same, and be accompanied by an acceptable bid bond or certified check in accordance with Ohio Revised Code 153.54 made payable to the Delaware County, Ohio. Bid specifications may be obtained from Delaware County Division of Environmental Services, 50 Channing Street, Delaware, Ohio during normal business hours. All questions shall be made in writing and directed to: Chad Antle, P.E., Director, Division of Environmental Services, [cantle@co.delaware.oh.us](mailto:cantle@co.delaware.oh.us) , (740) 833-2240.

The County reserves the right to reject any and all bids, in whole or in part, to waive any defect in any or all bids, to accept the bid or part it deems to be the lowest and best. Bids shall be submitted in a sealed envelope marked "Sealed Bid for Solid Waste Disposal Service". No bid shall be withdrawn for a period of ninety (90) days after being publicly opened and read.

Vote on Motion: Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

**RESOLUTION NO. 07-357**

**IN THE MATTER OF APPROVING THE AN APPRAISAL SERVICES AGREEMENT WITH THE ROBERT WEILER COMPANY FOR THE REGIONAL SEWER DISTRICT:**

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the following:

**DELAWARE COUNTY, OHIO  
APPRAISAL SERVICES AGREEMENT WITH  
DELAWARE COUNTY REGIONAL SEWER DISTRICT**

This Agreement entered into this day of March 26, 2007, by and between the Delaware County Board of Commissioners, hereinafter referred to as the COUNTY and The Robert Weiler Company, hereinafter referred to as CONSULTANT, for the provision of property appraisal services to the COUNTY in regard to the Perry – Taggart (Wingate Farms Change Order) Sanitary Sewer Improvements.

Witnesseth, that for mutual considerations herein specified, the COUNTY and the CONSULTANT have agreed and to hereby agree as follows:

**SCOPE OF SERVICES**

Provide value analysis or value finding appraisal reports, prepared in conformance with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation, the Code of Professional Ethics and Standards of Professional Practice of the Appraisal Institute, and the Principles of Appraisal Practice and Code of Ethics of the American Society of Appraisers.

The CONSULTANT shall also deliver four (4) original copies of each report to you approximately four-to-six (4-6) weeks after receipt of your written authorization to proceed and all pertinent information is received

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The consultant shall upgrade the reports to complete appraisal summary reports if court testimony is required.

The fee quote stated herein is exclusive of pre-trial conferences, deposition, and court testimony. These services are billed at the standard per diem rate of assigned personnel. The standard hourly rate for G. Franklin Hinkle, II, is \$150 per hour; \$80 per hour for Melissa A. Dean; and \$50 per hour for Keith Iuler.

WORK SCHEDULE AND COST ESTIMATE

13 (4 copies each) Value Finding Appraisal Reports at \$1,200 to \$1,500 per report

Total Contract Not to Exceed Value of \$28,600

All reports will be finalized and delivered to the County no later than 6 weeks after execution of Contract by the County.

Vote on Motion: Mr. Jordan Aye Mr. Evans Aye Mr. Ward Aye

RESOLUTION NO. 07-358

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

It was moved by Mr. Jordan , seconded by Mr. Ward , to approve the following:

Recommend corrective action for Ms. Cathy Jenkins with the County Emergency Services for non-compliance in administrative duties not related to operational matters.

Vote on Motion: Mr. Evans Aye Mr. Ward Aye Mr. Jordan Aye

RESOLUTION NO. 07-359

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF APPOINTMENT, EMPLOYMENT, DISMISSAL, DISCIPLINE, PROMOTION, DEMOTION OR COMPENSATION OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL: PENDING LITIGATION AND LAND ACQUISITION:

It was moved by Mr. Jordan , seconded by Mr. Ward to adjourn into Executive Session at 10:05 AM.

Vote on Motion: Mr. Evans Aye Mr. Ward Aye Mr. Jordan Aye

RESOLUTION NO. 07-360

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mr. Jordan to adjourn out of Executive Session at 10:58 AM.

Vote on Motion: Mr. Ward Aye Mr. Jordan Aye Mr. Evans Aye

There being no further business, the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward