

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 9, 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. 07-818

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 5, 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 July 5, 2007 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 07-819

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR076:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR076 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
<b>PO's</b>			
AEP	Electric Service Scioto Reserve	66290702-5338	\$ 28,000.00
BP Products	Fuel for Vehicles & Equipment	66290802-5228	\$ 7,494.43
<b>Increase</b>			
United Methodist Children's	Residential Treatment	22511607-5342	\$ 20,000.00
<b>Add A Line</b>			
United Methodist Children's	Residential Treatment	22511608-5342	\$ 10,000.00
<b>Vouchers</b>			
Prudential Group Life	June 2007 LTD Premiums	60111901-5370	\$ 7,456.03
Pomegranate Health	Residential Treatment	22511607-5342	\$ 9,765.00
Pomegranate Health	Residential Treatment	22511608-5342	\$ 9,765.00
Pomegranate Health	Residential Treatment	22511608-5342	\$ 9,450.00
Burnsteen and Company	Operations Review	22411605-5301	\$ 6,240.00
Pulse Inc.	Ethernet Gateway Equipment	21411306-5450	\$ 8,938.89
James Group	Onbase Upgrade Services	10011102-5301	\$ 6,744.38
Petroleum Traders Corp.	Gasoline Service Center	10011106-5228	\$ 19,275.78
Pitney Bowes	Postage for Del Co. Offices	10011105-5331	\$ 20,000.00
Synagro Central	Biosolids to Landfill	66290303-5301	\$ 17,129.00
Taylor Motors	2007 Dodge Ram/Blue	66211902-5450	\$ 16,458.50
Siemens Water	Bioxide	66290407-5290	\$ 6,987.75

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

RESOLUTION NO. 07 -820

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Court of Common Pleas (Adult Court Services) is requesting to amend Melinda Bettac's travel to attend a Probation Safety Workshop in Philadelphia, Pennsylvania July 8-11, 2007, at a new cost of \$865.00

The Code Compliance Department is requesting that Ross Bigelow and Dave Diehl attend a Underground Piping for Fire Protection Systems course in Pataskala, Ohio July 31, 2007 at a cost of \$150.00.

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

RESOLUTION NO. 07-821

SETTING BID OPENING DATE AND TIME FOR THE BASINGER DITCH IMPROVEMENT PROJECT:

WHEREAS, the Citizen Corps Council has identified a need to assist in training and preparing the community in the “Ready” campaign with a focus on the youth, elderly, and the Community Emergency Response Team

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(CERT) members, and;

WHEREAS, a review of preparedness kits needed for the “Ready” campaign indicates an estimated cost of approximately \$7,000.00 and approximately \$2,000.00 for the continued training of CERT members, and;

WHEREAS, these Federal funds were identified following the Terrorist events of “9/11” specifically for use at the local level;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve submitting a competitive grant request for the Citizen Corps Council in the amount of \$9,000.00 for FY07 to improve the County overall response capability of volunteers and preparedness of the public.

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

RESOLUTION NO. 07-824

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Kristopher Harris is resigning his position as a Call Taker with the 911 Department; effective date July 6, 2007.

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

RESOLUTION NO. 07-825

IN THE MATTER OF APPROVING A TRANSFER OF APPROPRIATIONS FOR EMERGENCY MANAGEMENT:

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

Transfer of Appropriation		AMOUNT
From	To	
21511315-5001	21511315-5332	\$520.00
FY07EMPG /Compensation	FY07EMPG/Cell phone allowance	

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

RESOLUTION NO. 07-826

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR ABBEY KNOLL SECTION 5, PHASE A AND ABBEY KNOLL SECTION 5, PHASE B:

It was moved by Mr. Ward, seconded by Mr. Jordan to release bonds and letters of credit and accept roads within the following:

Abbey Knoll Section 5, Phase A

The roadways to be accepted are as follows:

- An addition of 0.19 mile to **Township Road Number 1219, Abbey Knoll Drive**
- **Abbey Knoll Court**, to be known as **Township Road Number 1527**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

Abbey Knoll Section 5, Phase B

The roadways to be accepted are as follows:

- An addition of 0.14 mile to **Township Road Number 458, Woodstone Drive**
- An addition of 0.12 mile to **Township Road Number 1282, Coltsbridge Drive**

The Engineer also recommends that 25 mile per hour speed limits be established throughout the project.

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

RESOLUTION NO. 07-827

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IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR ABBEY KNOLL SECTION 5, PHASE A  
AND ABBEY KNOLL SECTION 5, PHASE B:

It was moved by Mr. Ward, seconded by Mr. Jordan to establish stop conditions for the following:

Stop Conditions –Abbey Knoll Section 5, Phase A

- On Township Road Number 1527, Abbey Knoll Court, at its intersection with Township Road Number 1219, Abbey Knoll Drive

Stop Conditions -Abbey Knoll Section 5, Phase B

- Establish two conditions on Township Road Number 458, Woodstone Drive, at its intersections with Township Road Number 1282, Coltsbridge Drive

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

RESOLUTION NO. 07 -828

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

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

Permit #	Applicant	Location	Type of Work
U07090	Verizon	Berkshire Road	Bury fiber optic cable
U07092	AT&T	Africa Road	Place cable

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

RESOLUTION NO. 07 -829

IN THE MATTER OF APPROVING A CONTRACT WITH GRESHAM SMITH AND PARTNERS, INC., FOR  
PROFESSIONAL DESIGN SERVICES RELATING TO PRELIMINARY ENGINEERING FOR THE PROJECT  
KNOWN AS RED BANK ROAD BRIDGE OVER HOOVER RESERVOIR REHABILITATION:

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

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES  
RED BANK ROAD BRIDGE OVER HOOVER RESERVOIR REHABILITATION  
DEL-CR-31-1.11 – PART 1 PRELIMINARY ENGINEERING

Section 1 – Parties to the Agreement

Agreement made and entered into this 9<sup>th</sup> day of July, 2007 by and between the Delaware County Board of Commissioners, Delaware County, Ohio (“County”), and the firm of GSP/OH, Inc. a subsidiary of Gresham Smith and Partners, 580 North 4<sup>th</sup> Street, Suite 230, Columbus, Ohio 43215 (“Consultant”).

Section 2 – Contract Administrator

The Delaware County Engineer is hereby designated as the administrator and agent of the County for performance of this contract.

Section 3 – Scope of Work

Consultant agrees to furnish, unto the County, professional design services relating to preliminary engineering for the project known as **Red Bank Road Bridge over Hoover Reservoir Rehabilitation, DEL-CR-31-1.11**, Delaware County, Ohio, including the work specifically itemized in **Part 1** of the Request for Proposal and Scope of Services by the Delaware County Engineer dated January 11, 2007 and in the Proposal submitted by the Consultant dated March 9, 2007, 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

A lump sum base contract fee amount not to exceed **One Hundred Eighty Nine Thousand Eight Hundred Ninety Two Dollars (\$189,892)** and separately itemized “If-Authorized” tasks totaling Eighteen Thousand One Hundred Twenty Four Dollars (\$18,124), based on a Fee Proposal submitted by the Consultant dated May 25, 2007, 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 estimates, made no more than once per month, of the percentage of total work completed. Estimates shall be submitted by the Consultant, on company letterhead clearly listing the words

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“Invoice # \_\_\_” and shall be reviewed and approved by the County Engineer. Consultant shall not commence any “If-Authorized” task listed in the Fee Proposal until written authorization for such work is provided by the County.

**Section 6 – Completion of Work**

All work associated with Part 1 of the Contract, in accordance with Section 3 above, shall be completed by the Consultant no later than July 10, 2008.

**Section 7 – Insurance**

- 7.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence with an annual aggregate of not less than \$2,000,000, including coverage for subcontractors, if any.
- 7.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles.
- 7.3 Workers’ Compensation Coverage: Consultant shall maintain workers’ compensation coverage as required by the laws of the State of Ohio.
- 7.4 Professional Liability Insurance: Consultant hereby agrees to acquire and maintain professional liability insurance for at least three (3) years after construction of the project is completed and accepted by the County Engineer or December 31, 2015, whichever comes first, against the Consultant’s negligent acts, errors, and omissions through a company licensed to do business in the State of Ohio for no less than One Million Dollars (\$1,000,000).
- 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.
- 7.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant 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 Contract**

The County reserves the right to terminate this Contract at any time for the convenience of the County. Upon termination of the Contract, the County will provide written notice to the Consultant to suspend all work at which time the Consultant shall cease all work associated with this Contract and submit a final estimate for the portion of the work completed to date.

**Section 10 – Miscellaneous Terms & Conditions**

- 10.1 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.
- 10.2 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.
- 10.3 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.
- 10.4 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.

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- 10.5 Waivers: No waiver of breach of any provision of this Contract shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Contract or any other provision hereof. No term or provision of this Contract shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 10.6 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.
- 10.7 Findings for Recovery: Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 10.8 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.
- 10.9 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.
- 10.10 Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no agency or department of this state or any political subdivision shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, 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 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 Consultant, 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 of this Contract.

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

RESOLUTION NO. 07-830

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR WEDGEWOOD OFFICE PARK:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve sanitary sewer plan for Wedgewood Office Park for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 07-831

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**IN THE MATTER OF APPROVING REIMBURSEMENT FOR ENGINEERING DESIGN WORK FOR THE CHESHIRE PUMP STATION UPGRADE:**

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

WHEREAS on July 5, 2005, the County entered into an agreement with T&R Properties and Homewood Corporation in partnership to increase the pumping capacity of the Cheshire Pump station to 1200 gallons per minute.

WHEREAS because of the increased costs materials in conjunction with the slowing of growth of the County, T&R Properties and Homewood Corporation have requested to not perform the project.

WHEREAS the County has determined that the Pump Station Upgrade is necessary for the economic development for the I-71 & US 36-interchange area and desire this project to move forward.

WHEREAS the partnership of T&R Properties and Homewood Corporation has spent \$148,149.27 in design and engineering fees for the pump station upgrade; and

WHEREAS T&R Properties and Homewood Corporation have requested reimbursement for said amount in exchange for the engineering plans.

THEREFORE be it Resolved by the Board of County Commissioners to grant the partnership of T&R Properties and Homewood Corporation reimbursement for \$148,149.27 in the form of Capacity Fee Credits. The credits can be used in place of the County’s basic Capacity Fee of \$5,900 anywhere in the Regional 1A Service area. Any additional sur-charges, which may apply, will be collected separately.

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

**RESOLUTION NO. 07- 832**

**IN THE MATTER OF APPROVING DELAWARE COUNTY CODE COMPLIANCE BEGINNING ENFORCEMENT OF THE 2007 OHIO BUILDING CODE (OBC), THE 2007 OHIO MECHANICAL CODE (OMC) AND THE 2007 OHIO PLUMBING CODE (OPC):**

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

WHEREAS, the Ohio Board of Building Standards has established July 1, 2007, as the effective date of the code update; and

WHEREAS, such changes shall require construction documents to be reviewed for designs that comply with the 2007 codes starting July 1, 2007; and

WHEREAS, by virtue of the changes to the Ohio Codes, Delaware County Code Compliance is now required to assure adherence to the Ohio Board of Building Standards notice of the code updates.

NOW THEREFORE, WE THE DELAWARE COUNTY BOARD OF COMMISSIONERS DO HEREBY ACKNOWLEDGE THE REQUIREMENTS OF THE CHANGES TO THE OHIO BUILDING CODE, THE OHIO MECHANICAL CODE & THE OHIO PLUMBING CODE AND THE REQUIREMENT FOR DELAWARE COUNTY CODE COMPLIANCE TO ADMINISTER SUCH CHANGES.

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

**RESOLUTION NO. 07-833**

**IN THE MATTER OF APPROVING AN AGREEMENT WITH MAC TRAILER MANUFACTURING FOR THE PURCHASE OF 2 DUMP BODY TRAILERS:**

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

WHEREAS the Division of Environmental Services has solicited bids for two (2) dump body trailers for the purpose of hauling biosolids to the landfill for disposal

WHEREAS MAC Trailer Manufacturing Inc. of Alliance has been identified as the lowest and best bid and

WHEREAS the staff from Environmental Services has evaluated the trailers for their conformance to the specifications, and

WHEREAS the Environmental Service has determined that the trailers conform to the specifications, and

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WHEREAS Environmental Services recommends the purchase of two (2) dump body trailers from MAC Trailer Manufacturing Inc., of Alliance, Ohio, and

WHEREAS Environmental Service also recommends the purchase of trailer liners to aid in the unloading of biosolids during times of freezing temperatures.

THEREFORE be it resolved that the Board of County Commissioners execute the purchase agreement for two (2) dump body trailers from MAC Trailer Manufacturing Inc., of Alliance Ohio.

FURTHERMORE Let it be resolved that the Board of County Commissioner’s approve the following purchase orders:

- 1. \$76,578.00 for two (2) dump body trailers from MAC Trailer Manufacturing from Organization Key 66290403- 5450
- 2. \$ 6548.00 for liners for the two (2) dump body trailers from Organization Key 66290403 -5270

AGREEMENT

THIS AGREEMENT, MADE THIS 9<sup>th</sup> day of July 2007, by and between The Delaware County Commissioners, hereinafter called “OWNER” and MAC Trailer Manufacturing, Inc. of Alliance, Ohio, doing business as (individual, partnership, or corporation) hereinafter called “SUPPLIER”. WITNESSETH: That for and in consideration of the payments and agreements hereinafter mentioned:

- 1. The SUPPLIER will furnish and deliver: two (2) – 32 foot dump body trailers as detailed in Exhibit “A”.
- 2. The SUPPLIER agrees to provide all equipment described in this Agreement and complies with the terms therein for the sum of \$38,289.00 per trailer and not to exceed \$76,578.00 for two (2) trailers.
- 3. The OWNER will pay the SUPPLIER within 30 days after delivery of the two trailers and acceptance of the trailers by the County. In the event the OWNER desires to terminate this AGREEMENT, it may be terminated upon 30 day written notice by the party desiring to terminate.
- 4. IN WITNESS WHEREOF, the parties hereto have executed, or caused to be executed by their duly authorized officials, this Agreement in three (3) copies each of which shall be deemed an original on the date first above written.

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

RESOLUTION NO. 07-834

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

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

Kindercare Learning Center

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

This amendment, effective July 1, 2007 is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Children’s World Learning Center – 10655 Sawmill Pkwy – Powell, Oh 43065 entered into on the 1<sup>st</sup> day of January, 2007. Changing name to: Kindercare Learning Center.

Childrens Discovery Place

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

This amendment, effective April 29, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Childrens Discovery Place entered into on the 1<sup>st</sup> day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

- (1) Basic Rates:



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	Full Time	Part Time	Hourly
Infant	\$ 213.90	\$ 157.15	\$ 8.76
Toddler	\$ 187.40	\$ 132.80	\$ 8.15
Preschool	\$ 159.44	\$ 102.58	\$ 5.84
Schoolage	\$ 106.58	\$ 78.32	\$ 5.47
Schoolage Summer	\$ 153.80	\$ 104.31	\$ 6.40

(summer rates are only for the summertime off school, only used during the months of: May, June, July, August and September).

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

RESOLUTION NO. 07-835

IN THE MATTER OF AMENDING THE CHILD PLACEMENT SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND THE VILLAGE NETWORK F.K.A. BOYS VILLAGE:

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

Addendum To The Contract For The Provision Of Child Placement And Related Services Between The Delaware County Department Of Job And Family Services And The Village Network

This is an Addendum (“Addendum”) to Contract for the Provision of Child Placement and Related Services (“Contract”) between the Delaware County Department Job and Family Services (“Agency”) and The Village Network f.k.a. Boys Village (“Provider”) (collectively the “Parties”). Such Contract, by its terms, is effective for the period of time covering July 1, 2007 through June 30, 2008. This Addendum shall cover the remaining period of time for which the Contract is effective, beginning upon the date the last party attaches a signature hereto.

WHEREAS, Article XXII of the Contract provides that it may be amended only by a writing signed by both parties; and,

WHEREAS, the Parties wish to modify the Contract to enhance the services provided by the Provider to the Agency to include case management services.

NOW THEREFORE, the parties agree to supplement to the provisions of the Contract as follows:

ADDITIONAL PROVIDER RESPONSIBILITIES

In addition to the services provided by the Provider to the Agency pursuant to the terms of the Contract, the Provider shall provide case management services to the Agency on an already contracted number of cases and assure completion of case management services.

Case management services shall include, but are not limited to, the following:

- Designated and licensed social worker to an assigned case
- Monthly face to face visits with the child in the child’s placement setting or in the child’s home.
- Monthly face to face visits with the parents in the parents home for the purpose of assessing progress to case plan
- Status reports for the court hearings and reviewed with Agency Supervisor
- Representation on behalf of the agency at court hearings
- Family and team meetings
- Individual Educational Planning meetings
- Cluster team meetings and Cluster and associated documentation
- Semi-Annual Reviews and associated documentation
- Caseplan updates
- Supervised visitation between child and family
- Weekly supervision with Agency supervisor
- Documentation of all work performed
- Documentation to be contained within the case record

ADDITIONAL AGENCY RESPONSIBILITIES

In addition to the services provided by the Agency to the Provider pursuant to the terms of the Contract, the Agency agrees to provide the following to Provider to assure the case management services are being met:

- Weekly supervision between Agency Supervisor and the assigned Provider social worker
- Office space, phone, and computer located within the Agency

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- Training regarding Agency process and procedures
- Data input for case documentation
- Case files which will remain in the Agency

REMUNERATION FOR ADDITIONAL SERVICES COVERED  
BY THIS ADDENDUM

The Provider agrees to accept as consideration for this Addendum the remuneration and/or compensation provided for in the Contract and agrees to accept such remuneration and/or compensation as full and complete compensation for its services, including those provided for in this Addendum. The Provider agrees not to bill the Agency for or seek from the Agency any remuneration or compensation for the additional services provided to the Agency pursuant to this Addendum. Instead, the Provider agrees to directly bill Medicaid for any and all services provided to the Agency pursuant to this Addendum.

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

RESOLUTION NO. 07-836

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

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

Child Care Provider		Full	Part Time	Hourly
R Kids Count 6725 Karl Road Columbus, Ohio 43229	Infants	\$213.90	\$ 157.15	\$ 8.76
	Toddler	\$187.40	\$ 132.80	\$ 8.15
	Preschool	\$159.44	\$ 102.58	\$ 5.84
	Schoolage	\$106.58	\$ 78.32	\$ 5.47
	Before & After	\$ 85.00	\$ 78.32	\$ 5.47
	Before only	\$ 40.00	\$ 40.00	\$ 5.47
	After only	\$ 45.00	\$ 45.00	\$ 5.47
	Summer	\$153.80	\$ 104.31	\$ 6.40
Med Central Child Care 200 West Third Street Mansfield, Ohio 44902	Infants	\$115.00	\$ 76.00	\$ 2.99
	Toddler	\$112.00	\$ 75.40	\$ 2.95
	Preschool	\$110.62	\$ 70.65	\$ 2.82
	Schoolage	\$ 98.94	\$ 64.51	\$ 2.92
	Summer	\$102.17	\$ 69.79	\$ 2.92

Child Care Provider	Infants	Toddlers	Preschool	School
Kathy Powell 4719 TWP Rd 111 Mt. Gilead, Ohio 43338	\$132.08 Full	\$124.52 Full	\$118.78 Full	\$104.96 Full
	\$ 86.16 Part	\$ 82.62 Part	\$ 76.94 Part	\$ 70.82 Part
	\$ 5.09 Hourly	\$ 4.88 Hourly	\$ 4.63 Hourly	\$ 3.37 Hourly

(A copy of each of these contacts is available in the Commissioners’ Office until no longer of administrative value).

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

RESOLUTION NO. 07-837

IN THE MATTER OF APPROVING THE ANTI-DISPLACEMENT AND RELOCATION ASSISTANCE PLAN FOR LOCAL GOVERNMENTS CONTINGENT THAT DELAWARE COUNTY RECEIVES THE CDBG FORMULA 2007 GRANT FROM THE OHIO DEPARTMENT OF DEVELOPMENT:

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

WHEREAS, the Ohio Department of Development (ODOD) has allocated \$146,000 in the Fiscal Year 2007 Small Cities Community Development Block (CDBG) grant funds under the Formula Program to Delaware County; and

WHEREAS, Delaware County is submitting an application to ODOD for the CDBG Formula 2007 Program; and

WHEREAS, ODOD requires an Anti-Displacement and Relocation Plan by all grantees prior to funding, regardless of whether or not demolition activities are planned; and

WHEREAS, this Anti-Displacement and Relocation Plan was developed as a strategy to assist low-and moderate-income dwelling units demolished or converted to a use other than low- and moderate-housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974; and

WHEREAS, Delaware County will provide relocation assistance, as described in 24 CFR 570.488, to each low-and moderate-income household displaced by the demolition of housing or conversion of a low- and moderate-income dwelling to another use as a direct result of assisted activities.

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

SECTION I. The Board of Commissioners authorizes the approval of the Anti-Displacement and Relocation Assistance Plan as part of the Formula 2007 grant.

**Anti-Displacement and Relocation Assistance Plan for Local Governments**

The effective date of this plan and certification is July 9, 2007.

Delaware County will replace all occupied and vacant occupiable low- and moderate-income dwelling units demolished or converted to a use other than low- and moderate-income housing as a direct result of activities assisted with funds provided under the Housing and Community Development Act of 1974, as amended, and as described in 24 CFR 570.488. HUD regulations have extended this requirement to the HOME program as well.

All replacement housing will be provided within three years of the commencement of the demolition or rehabilitation relating to conversion. Before obligating or expending funds that will directly result in such demolition or conversion, Delaware County will make public and submit to the Office of Housing and Community Partnerships (OHCP) the following information in writing:

1. A description of the proposed assisted activity;
2. The location of each site on a map and the number of dwelling units by bedroom size that will be demolished or converted to a use other than as low- and moderate-income dwelling units as a direct result of the assisted activity;
3. A time schedule for the commencement and completion of the demolition or conversion;
4. The general location on a map and approximate number of dwelling units by bedroom size that will be provided as replacement dwelling units;
5. The source of funding and a time schedule for the provision of replacement dwelling units;
6. The basis for concluding that each replacement dwelling unit will remain a low- and moderate-income unit for at least 10 years for the date of initial occupancy;
7. An analysis determining whether a dwelling unit proposed to be demolished is occupiable or not; and
8. An analysis determining whether a dwelling unit proposed to be demolished or converted is considered a low- and moderate-income unit.

Delaware County will provide relocation assistance, as described in 24 CFR 570.488, to each low- and moderate-income household displaced by the demolition of housing or conversion of a low- and moderate-income dwelling to another use as a direct result of assisted activities.

Consistent with the goals and objectives under the Act, Delaware County agrees to provide substantial levels of assistance to persons displaced by HUD-assisted programs and will further seek to minimize displacement of persons as a result of assisted activities.

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

**RESOLUTION NO. 07-838**

**COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JULY 9, 2007**

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**A RESOLUTION INDICATING INTENT TO ISSUE HOSPITAL FACILITIES REVENUE BONDS FOR THE PURPOSE OF REFUNDING AND RETIRING PRIOR BONDS AND ACQUIRING, CONSTRUCTING, INSTALLING AND EQUIPPING HOSPITAL FACILITIES WITHIN THE COUNTY OF DELAWARE, OHIO:**

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

WHEREAS, the County of Delaware, Ohio (the "County"), previously issued its Adjustable Rate Demand Hospital Facilities Revenue Bonds, Series 1998 (The Sarah Moore Home Project) in the aggregate principal amount of \$3,500,000 (the "Prior Bonds") and made the proceeds thereof available to The Sarah Moore Home, Inc., an Ohio nonprofit corporation (the "Corporation"), to finance the acquisition, construction, equipping and installation of certain "hospital facilities", as that term is defined in Chapter 140 of the Ohio Revised Code (the "Act"), including without limitation, the acquisition, construction, installation and equipping of a 32-bed nursing home addition attached to the Corporation's existing nursing home facility and converting the Corporation's existing nursing home facility into 20 assisted living units (the "Prior Project"); and

WHEREAS, the Corporation plans to refund and retire the Prior Bonds and to acquire, construct, install and equip additional "hospital facilities", as that term is defined in the Act, including without limitation, the construction, equipping and installation of an additional 44 assisted living units (the "Project"); and

WHEREAS, the Corporation has requested the County to issue its hospital facilities revenue bonds (the "Bonds") in the approximate aggregate principal amount of not to exceed \$9,000,000 pursuant to the authority contained in the Act, for the purpose of (1) acquiring, constructing, installing and equipping certain "hospital facilities", as defined in the Act, including without limitation, the Project; (2) refunding and retiring the Prior Bonds; and (3) paying certain costs and expenses incurred with respect to the issuance of the Bonds and the refunding and retirement of the Prior Bonds; and

WHEREAS, the Project, the issuance of the Bonds, and the refunding and retirement of the Prior Bonds will promote the public purpose set forth in Section 140.02, Ohio Revised Code, by better providing for the health and welfare of the people of the State of Ohio by enhancing the availability, efficiency and economy of hospital facilities and the services rendered thereby;

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

1. The law firm of Peck, Shaffer & Williams LLP, Attorneys, Columbus, Ohio, is designated as Bond Counsel in connection with the issuance of the Bonds, and is authorized to prepare the legal documents necessary therefor.

2. This resolution constitutes a Declaration of Official Intent under United States Treasury Regulations Section 1.150-2. This Board declares that it reasonably expects, based upon the representations of the Corporation, that the expenditures to be incurred by the Corporation will be reimbursed by the proceeds of the Bonds.

3. The Board of County Commissioners will enact the necessary resolutions to proceed with the issuance of the Bonds, provided that the payment of the principal, interest and premium (if any) on the Bonds shall be made solely from moneys realized from the use, lease, sale or other disposition of the Prior Project, the Project or from other funds made available by the Corporation and provided further that no such Bonds shall be issued unless (i) a public hearing satisfactory to this Board of County Commissioners shall have been held with respect to the Prior Project, the Project and the Bonds following reasonable public notice and (ii) the documents relating to the Bonds to which the County is a party or which affect the County shall be in form satisfactory to the County and its outside legal counsel. The Bonds shall have such terms as shall be approved by the Board of County Commissioners, the Corporation, the purchasers of the Bonds, the Prosecuting Attorney of the County, the County's outside legal counsel and Bond Counsel, and subject to the requirements above stated, the Board of County Commissioners will deliver the Bonds to the purchaser or purchasers thereof and will cooperate to the fullest extent in consummating the transaction.

4. The Board of County Commissioners will enact the necessary resolutions to proceed with the issuance of the Bonds, provided that the Corporation agrees to pay all fees, charges and expenses incurred by the County in connection therewith, including without limitation all attorneys' fees, and agrees to indemnify the County and the Board of County Commissioners and its individual members against any liability arising out of the issuance of the Bonds.

5. This resolution is an affirmative official action of this Board of County Commissioners toward the issuance of the Bonds as contemplated herein in accordance with the purposes of Federal laws and the laws of the State of Ohio.

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6. This Board of County Commissioners hereby finds and determines that all formal actions relative to the adoption of this resolution were taken in an open meeting of this Board of County Commissioners, and that all deliberations of this Board of County Commissioners and of its committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with the law, including Section 121.22 of the Ohio Revised Code.

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

RESOLUTION NO. 07-839

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 AND FOR LAND ACQUISITION:

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn into Executive Session at 9:42AM.

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

RESOLUTION NO. 07-840

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 11:30AM.

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

There being no further business the meeting adjourned.

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Glenn A. Evans

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Kristopher W. Jordan

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James D. Ward

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Letha George, Clerk to the Commissioners