

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD FEBRUARY 4, 2008

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

- 1:00 PM Prosecutor Session
- 7:00 PM Regular Business
- 7:30 PM Public Hearing For Consideration Of The O'brien Ditch #440 Ditch Petition Filed By Richard Dawson And Others

RESOLUTION NO. 08-122

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 PENDING OR IMMINENT LITIGATION:

It was moved by Mr. Evans, seconded by Mr. Ward to adjourn into Executive Session at 1:05pm

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

RESOLUTION NO. 08-123

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mr. Evans to adjourn out of Executive Session at 2:05PM.

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

Recess Till 7:00PM For Regular Business

PUBLIC COMMENT

1. Tommy Thompson: comments on proposed sales tax increase and property tax rollbacks.

(Scheduled for Commissioners' hearings February 25, 2008 and March 3, 2008)

2. Commissioner Ward: In order to assist with funding, proposed the idea of local promotional organizations (ie Delaware Main Street, Arts Groups) combining into one organization.

(For A Complete Record Refer To The Official CD Minutes).

RESOLUTION NO. 08-124

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 31, 2008 AS CONTAINED IN THE COUNTY'S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the resolutions and records of the proceedings from regular meeting held January 31, 2008 as contained in the county's official electronic recordings of the proceedings.

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

RESOLUTION NO. 08-125

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0201:

It was moved by Mr. Evans, seconded by Mr. Ward to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0201 and Purchase Orders and Vouchers as listed below:

Po's	Vendor	Description	Account Number	Amount
	BP Products N. America	Alum Creek Fuel	66290402-5228	\$ 514.47
	BP Products N. America	Tartan Fields Biosolids	66290603-5228	\$ 288.90

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BP Products N. America	AC Maintenance Fuel	66290406-5228	\$	860.53
BP Products N. America	Oct. & Nov. Billings	66290302-5228	\$	275.00
BP Products N. America	Scioto Reserve 2007	66290702-5228	\$	262.64
BP Products N. America	Hoover Fuel 2007	66290902-5228	\$	242.56
BP Products N. America	Scioto Reserve Biosolids/2007	66290703-5228	\$	432.58
BP Products N. America	OECC Biosolids Fuel 2007	66290303-5228	\$	115.87
BP Products N. America	County Home Fuel 2007	66290402-5228	\$	242.56
BP Products N. America	Benttree Collections Fuel 2007	66290805-5228	\$	44.80
BP Products N. America	Benttree Maintenance Fuel 2007	66290806-5228	\$	35.53
BP Products N. America	Hooverwoods Maint Fuel 2007	66290906-5228	\$	35.53
BP Products N. America	Scioto Hills Fuel 2007	66291002-5228	\$	242.56
BP Products N. America	Benttree Fuel 2007	66290802-5228	\$	242.56
BP Products N. America	AC Biosolids Fuel 2007	66290403-5228	\$	6,922.91
BP Products N. America	AC Lab Fuel 2007	66290404-5228	\$	210.11
BP Products N. America	OECC Collections Fuel 2007	66290305-5228	\$	1,067.56
BP Products N. America	Scioto Reserve Collections Fuel	66290705-5228	\$	200.84
BP Products N. America	OECC Maintenance Fuel	66290306-5228	\$	860.53
BP Products N. America	Scioto Reserve Main Fuel 2007	66290706-5228	\$	162.22
BP Products N. America	Tartan Maintenance Fuel 2007	66290606-5228	\$	162.22
BP Products N. America	Fuel 2007	66290602-5228	\$	242.56
BP Products N. America	OECC Lab Fuel 2007	66290304-5228	\$	390.87
BP Products N. America	Scioto Hills Collections Fuel 2007	66291005-5228	\$	44.80
BP Products N. America	Scioto Hills Maintenance Fuel 2007	66291005-5228	\$	35.53
BP Products N. America	AC Collections Fuel 2007	66290405-5228	\$	1,067.56
BP Products N. America	Tartan Collections Fuel 2007	66290605-5228	\$	200.84
BP Products N. America	Hoover Collections Fuel 2007	66290905-5228	\$	44.80
Cintas Corporation	Rental & Cleaning of Uniforms	66290301-5336	\$	6,000.00
Cintas Corporation	Rental & Cleaning of Uniforms	66290305-5336	\$	1,250.00
Cintas Corporation	Rental & Cleaning of Uniforms	66290405-5336	\$	1,250.00
Cintas Corporation	Rental & Cleaning of Uniforms	66290306-5336	\$	1,750.00
Cintas Corporation	Rental & Cleaning of Uniforms	66290406-5336	\$	1,750.00
Cintas Corporation	Rental & Cleaning of Uniforms	66290401-5336	\$	6,000.00
Malcolm Pirnie Inc.	Residuals Master Plan	66290301-5301	\$	80,000.00
Design Group	Courts Building	40411414-5410	\$	400,000.00
Quandel	CFOA Construction Manager	43111424-5410	\$	67,000.00
Increases				
Lawn Greenkeeper LLC	Lawn service	10011105-5325	\$	20,000.00
Petroleum Traders Corp.	Fuel	10011106-5228	\$	20,000.00
Franklin County Coroner	Autopsies	10030301-5432	\$	10,000.00
EMT	Reimbursement	22411601-5350	\$	5,000.00
Decreases				
CCAO	Gas/Utility	10011105-5338	\$	20,000.00
Vouchers				
CCAO SC	Nov & Dec 2007 Gas/Utility	10011105-5338	\$	17,894.94
Toddler Inn	Day Care	22411610-5348	\$	7,193.24
Nancy Lucas	Day Care	22411610-5348	\$	5,856.61
George Parker	Design/CFOA	43111424-5410	\$	17,922.50
Weller & Associates Inc.	Archaeological Assessment	66711903-5301	\$	11,916.30
Suburban Gas	Gas Service to Alum Creek	66290402-5338	\$	6,378.26
Memo Transfer Voucher				
From	To			
Drainage Maintenance	Soil & Water	Services to	\$	64,337.90
21911401-5328	72190901-4230	Maintenance Prog		
Commissioners	Soil & Water	Grant	\$	286,000.00
10011102-5601	72190901-4560			
Commissioners	Board of Development disability	County Home	\$	6,250.00
10011501-5350	29519000-4234			
Job and Family Services	Family Children’s First	Tanf	\$	18,030.41
22411601-5348	70161607-5401			
Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye
			Mr. Ward	Aye

RESOLUTION NO. 08-126

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Sheriff’s Office is requesting that Scott Whatley and Nicholas Shellito attend a Criminal Patrol and Drug

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Identification Seminar in Gallipolis, Ohio January 28-29, 2008, at the cost of \$ 200.26.

The Auditor’s Office is requesting Kelly Tennant attend various 2008 REA, Appraisal, IAAO, and CAREO Seminars at the cost of \$910.00.

The 911 Department is requesting that Yvette Hatten, Cathy Jenkins and Cheryl Vangundy attend a 911 Supervisor Training in Massilon, Ohio March 2-4, 2008, at the cost of \$724.28.

The EMS Department is requesting that 78 EMTs/Paramedics attend an International Trauma Life Support Course at the Hayes Building April 10, 2008 and September 11, 2008, at the cost of \$1,875.00.

The Environmental Services Department is requesting that Marty Bell and James Carey attend a NFPA Safety Seminar in Columbus, Ohio March 5, 2008, at no cost.

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

RESOLUTION NO. 08-127

SETTING DATE, TIME AND PLACE FOR THE FINAL HEARING BY THE COMMISSIONERS FOR THE CRYSTAL VALLEY SECTIONS 1 & 2 SUBDIVISION DITCH MAINTENANCE PROJECT:

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

Whereas, the Board of Commissioners of Delaware County on August 6, 2007, held a public hearing and determined the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the reconstruction and improvement of The Crystal Valley Sections 1 & 2 Subdivision Ditch Maintenance Project, and

Whereas, at that time the Delaware County Commissioners directed the Delaware County Engineer to proceed with the preparation of plans, reports, and schedules for the completion of the ditch project, and

Whereas, on the 4th day of February 2008, the Delaware County Engineer notified the Commissioners that the plans, reports, and schedules for the construction of The Crystal Valley Sections 1 & 2 Subdivision Ditch Maintenance Project are ready for their review and consideration.

Therefore be it Resolved, the Board of County Commissioners of the County of Delaware have fixed **Monday the 7th day of April, 2008, at 8:00PM** at the Commissioners Hearing Room 101 North Sandusky as the time and place of the final hearing by the commissioners on the report of the County Engineer.

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

RESOLUTION NO. 08-128

IN THE MATTER OF APPROVING A RESOLUTION OF CONGRATULATIONS FOR JASON HALL UPON EARNING HIS EAGLE SCOUT AWARD:

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

WHEREAS, Jason Hall has been a member of Boy Scout Troop #701; and

WHEREAS, Jason Hall has met all the requirements and been approved by the National Council of Boy Scouts to receive the Eagle Scout Award, and

WHEREAS, The Board of Commissioners of Delaware County wishes to express congratulations to Jason Hall on earning the Eagle Scout Award.

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby officially congratulates Jason Hall on attaining Scouting’s highest rank - the Eagle Scout Award. Your diligence and hard work have earned you the distinction of being an Eagle Scout. You join company with a select group of individuals who are recognized as outstanding in all that Scouting represents.

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

RESOLUTION NO. 08-129

IN THE MATTER OF ACKNOWLEDGING RECEIPT OF ANNEXATION PETITION FROM AGENT FOR THE PETITIONER, MICHAEL R. SHADE, REQUESTING ANNEXATION OF 88.847 ACRES OF LAND IN SCIOTO TOWNSHIP TO THE VILLAGE OF OSTRANDER:

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It was moved by Mr. Ward, seconded by Mr. Evans to acknowledge that on January 31, 2008, the Clerk to the Board of Commissioners received an annexation petition request to annex 88.847 acres from Scioto Township to the Village of Ostrander.

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

RESOLUTION NO. 08-130

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

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

Permit #	Applicant	Location	Type of Work
U08006	Verizon	River Road	Place buried cable

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

RESOLUTION NO. 08-131

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND LIBERTY COMMUNITY CENTER FOR CONTRACTED SERVICES FOR PROGRAM PARTICIPANTS:

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

AGREEMENT

This Agreement is entered into by and between Delaware County Department of Job and Family Services (hereinafter, “Department”), the Delaware County Board of Commissioners (hereinafter, “County”), and Liberty Community Center, “LCC”)(collectively, the “Parties”).

This Agreement and its Attachments shall constitute the entire understanding and agreement between the Parties, 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 all the Parties.

WHEREAS, the County has accepted state funds and needs to provide services, or contract out for services, and LCC is willing to provide services, or contract out for services, and LCC is willing to provide those services at an agreed-upon price, the Parties mutually agree to the following:

ARTICLE I DEFINITIONS, PURPOSE, OBLIGATIONS

A. Definitions

“State” means the State of Ohio, or any agency, department, person or persons authorized to act on its behalf.

“LCC” means Liberty Community Center

“County” means Delaware County Board of Commissioners

“Department” means the Delaware County Department of Job and Family Services (DJFS).

“Parties” means LCC, County and Department collectively

B. Purpose of Agreement

The purpose of the agreement is to state the covenants and conditions under which LCC will provide a program in Delaware County for enrolled participants meeting required outcome performance standards.

C. Obligations of LCC

LCC agrees to operate a program, described in detail in Appendix I, in accordance with Federal, State and local laws, ordinances, regulations and/or guidelines and any additions, deletions or amendments thereto.

LCC shall not perform in any way inconsistent with the terms of this Agreement except as approved, in writing, by the Department. Adjustments in the services to be provided under Appendix I, attached, may not

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be made without prior approval of the Department.

ARTICLE II STATEMENT OF WORK TO BE PERFORMED/PROPOSAL

Appears in Appendix I.

ARTICLE III COMPENSATION AND METHOD OF PAYMENT/BUDGET

A. Reimbursement

The Parties agree that reimbursement of all costs will be dependent upon LCC's performance in the delivery of services specified in the statement of work appearing as Appendix I and subject to the approved budget appearing as Appendix II attached. Payment shall be made upon presentation of a proper request for reimbursement by LCC to the Department. Payment shall be made on a direct cost reimbursement basis (reference Appendix II Budget attached.) The Parties understand that the Department, for purposes of reimbursement, only recognizes those expenses that have actually occurred. Thus, invoices must be submitted as a request for reimbursement of actual cash expenditures.

LCC shall provide an invoice to the Department, no later than 30 days past the service month. This invoice shall adhere to the guidelines communicated by the Department and shall include names of individuals served, service provided or requested that month, and number of new clients with services rendered.

B. Maximum Compensation

LCC agrees to accept as full payment for services rendered in a manner satisfactory to the Department, the less of the following: (1) The maximum amount \$ 19,463.00 or (2) the amount of cash expenditures made by LCC for purposes of carrying out the services stated herein. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of \$ 19,463.00.

ARTICLE IV ACCESS TO AND RETENTION OF RECORDS

At any time, during regular business hours, with reasonable notice and as often as the Department, the Comptroller General of the United States, the State, or other agency or individual authorized by the Department may deem necessary, LCC shall make available to any or all the above named parties or their authorized representatives, all subcontracts, invoices, receipts, payrolls, personnel records, enrollees records, reports, documents and all other information or data relating to all matters covered by this Agreement. The Department and the above named parties shall be permitted by LCC to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Agreement.

LCC, for a minimum of three (3) years after reimbursement/compensation for services rendered under this Agreement, agrees to retain and maintain, and assure that all of its subcontractors retain and maintain, all records, documents, writings and/or other information related to performance of this Agreement. If an audit, litigation, or other action is initiated during the time period of this Agreement, LCC shall retain and maintain, and assure that all of its subcontractors retain and maintain, such records until the action is concluded and all issues are resolved or the three (3) years have expired, whichever is later.

Prior to the destruction of any records related to performance of this Agreement, regardless of who holds such records, LCC shall contact the Department in writing to obtain written notification that such records may be destroyed. Such request for destruction of records must specifically identify the records to be destroyed.

ARTICLE V TIME OF PERFORMANCE

This Agreement shall become effective as of 02/01/08 or upon execution by the Department, whichever is later. The services of LCC are to commence immediately and all costs allowable under the contract shall be incurred no later than, 06/30/08.

ARTICLE VI BONDING AND INSURANCE

LCC shall present current certificates of insurance prior to commencement of this Agreement, and shall maintain during the term of this Agreement, the insurance and bonds specified below:

- a. Worker's Compensation Insurance as required by Ohio law and any other state in which work will be performed. (Certificate not required if it's a government agency.)
- b. Commercial General Liability insurance for a minimum of \$1,000,000 per occurrence with an annual aggregate of at least \$2,000,000, including coverage for subcontractors, if any are used.
- c. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of Delaware County, or its departments, with limits of at least \$300,000 (Combined

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Single Limit) or, \$100,000 per person and \$300,000 per accident for Bodily Injury and \$100,000 per accident for property damage.

- d. The Board of Delaware County Commissioners must be named as "Additional Insured" on the policies listed in paragraphs b and c above.

ARTICLE VII INDEPENDENT CONTRACTOR STATUS/INDEMNIFICATION

A. LCC understands and agrees that it is an independent contractor.

B. To the fullest extent of the law, LCC agrees to indemnify and hold the Department and the County and their respective officers, employees, volunteers, agents, servants and representatives free and harmless from any and all actions, claims, suits, demands, judgments, damages, losses and expenses, regardless of type or nature, actual or threatened, including but not limited to attorney's fees, costs, and expenses, arising from any accident or occurrence, intentional or unintentional, related in any manner to LCC's performance of this Agreement. LCC further agrees that it shall undertake to defend, at its own expense, any and all actions, claims, suits, or demands brought against the Department and/or the County and/or their respective officers, employees, volunteers, agents, servants, and/or representatives by reason of or result of LCC's performance under this Agreement, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.

C. LCC agrees to indemnify and hold the Department and the County and their respective officers, employees, volunteers, agents, servants and representatives free and harmless from any and all actions, claims, suits, demands, judgments, damages, losses and expenses, regardless of type or nature, actual or threatened, including but not limited to attorney's fees, costs, and expenses, arising from any wrongful disclosure of confidential information, intentional or unintentional, or any other such lawsuits or regulatory actions arising from any sharing, intentional or unintentional, of Release of Information forms with any other agency or employer.

D. LCC shall assume full responsibility for and shall indemnify the Department and the County for any damage to or loss of any Department and/or County property, including but not limited to building, fixtures, furnishings, equipment, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, intentional or unintentional, of LCC or any employee, agent or representative of LCC.

ARTICLE VIII MAINTENANCE OF EFFORT

It is understood and agreed that the level of services, activities and expenditures by LCC, in existence prior to the initiation of services hereunder, shall be continued and not be reduced in any way as a result of this Agreement except for reduction unrelated to the provisions or purposes herein stated. LCC shall certify that any costs incurred pursuant to this Agreement will not be included as a cost of any other federally financed program in either the current or a prior period.

ARTICLE IX USE OF INFORMATION/CONFIDENTIALITY

LCC agrees that, without permission of the Department, 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. LCC further agrees to maintain the confidentiality of all client related documents and information provided to it by the Department and will not release such information without the express written consent of the client and the Department.

ARTICLE X ASSURANCES AND CERTIFICATIONS

LCC assures and certifies that:

1. LCC possesses legal authority to enter into this Agreement: a resolution, motion or similar action has been duly adopted or passed as an official act of LCC's governing body, authorizing the negotiation and execution of this Agreement, including all covenants, understandings and assurances herein contained and directing and authorizing the person identified as the official representative of LCC to act in connection with this Agreement and to provide such additional information as may be required by the Department.
2. All applicants to this program either staff or enrollees will be informed of their rights and responsibilities at the time of application. No person with responsibility in the operation of a program of the Department will discriminate with respect to any program participant or any application for participation in such program because of race, creed, color, national origin, sex, sexual orientation, political affiliation, age, belief, or handicaps. Any complaint or discrimination in the operation of such programs shall be handled in a manner compliant with the policies and procedures of the Department.

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3. LCC will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by desire for private gain for themselves or others, particularly those with whom they have family, business or other ties.
4. Appropriate standards for health and safety in work and training situations will be maintained.
5. LCC shall comply with the provisions of the Delaware County Concealed Carry Policy.
6. All reports, brochures, literature and pamphlets developed through this Agreement will acknowledge the services being offered through LCC partnership with the Delaware County Job Network.
7. LCC recognizes its responsibility for and agrees to assume full financial liability for any subsequent questioned or disallowed costs associated with activities conducted by LCC.
8. LCC recognizes and accepts its responsibility to maintain easily accessible and auditable financial and programmatic records.
9. LCC will submit to the Department the most recently completed financial audit of all funding sources used in the project as prepared by a Certified Public Accountant or auditor approved by the State as part of the Single Audit Act.
10. LCC will submit reports showing progress towards achieving the outcomes which are specified in Appendix I, attached. It will also submit, on a timely basis, any other reports required by the State or Department.
11. All services delivered under this contract will be provided in accordance with the Department's Prevention and Retention and Contingency Policy.
12. LCC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. LCC will take affirmative action to insure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, or national origin in accordance with this section and federal law.
13. LCC will, in all solicitation or advertisements for employees placed by or on behalf of LCC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, or national origin, in accordance with this section and federal law.
14. In the hiring of employees for the performance of work under the Agreement or any subcontract, no contractor or subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Ohio Revised Code, national origin, sexual orientation, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and able to perform the work to which the contract relates.
15. No contractor, subcontractor, or person acting on behalf of any contractor or subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under the contract on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Ohio Revised Code, national origin, sexual orientation, or ancestry.
16. LCC will comply with all provisions of the Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended, and of the rules, regulations, and relevant orders of the Secretary of Labor and State.
17. LCC agrees that it will perform the duties under this contract in compliance with section 104 of the Personal Responsibility and Work Opportunities Reconciliation Act of 1996 and in a manner that will ensure that the religious freedom of program participants is not diminished and that it will not discriminate against any participant based on religion, religious belief, or refusal to participate in a religious activity. No funds provided under this agreement will be used to promote the religious character and activities of LCC. If any participant objects to the religious character of the organization, LCC will immediately refer the individual to the Department for an alternative provider.
18. Neither LCC nor any other units planned for participation in the activities to be funded hereunder, are listed on the debarred list due to violations of Titles VI or VII of the Civil

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Rights Act of 1964, nor are any proposed parties to this Agreement, or any subcontract resulting therefrom, aware of any pending action which might result in such debarment.

19. LCC will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.
20. LCC agrees to comply with 42 U.S.C. Sections 1320d through 1320d-8, and implementing regulations at 45 C.F.R. Section 164.502(e) and Sections 164.504(e) regarding disclosure of protected health information under the Health Insurance Portability and Accountability Act of 1996.
21. Claims made to the Department for payment for services do not duplicate claims made by LCC to other sources of public funds for the same service. The services being agreed upon are not available on a non-reimbursable basis.
22. Nothing in this Agreement shall be interpreted to prohibit concurrent use of multiple sources of public funds to serve participants as long as the funds from this contract supplement and do not supplant existing services.
23. All fixed assets purchased with funds provided through this Agreement remain the property of the Department. Upon termination of the agreement, LCC may be asked to return equipment and other fixed assets to the Department.
24. LCC shall not discriminate in hiring and promotion against applicants for, and participants of, the Ohio Works First Program established under Chapter 5107 of the Revised Code and the Prevention, Retention and Contingency Program established under Chapter 5108 of the Revised Code. LCC further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
25. LCC agrees to cooperate with the Ohio Department of Job and Family Services and any Ohio Child Support Enforcement Agency in ensuring that its employees meet child support obligations established under state law. LCC further certifies that it will include a provision in any agreement, contract, grant or procedure requiring the other party to include a similar provision in any subcontract, agreement or grant issued by that entity for the performance of duties related to such agreement, contract, grant or procedure.
26. LCC is bound by the disclosure rules of the Ohio Department of Job and Family Services; disclosure of information in a manner not authorized by the rules is a breach of the contract and a violation of Sections 5101.27 and 5101.99 of the Revised Code.
27. Services will not be provided through this contract to individuals who are fugitive felons or probation or parole violators; families with an outstanding OWF or PRC fraud overpayment balance; individuals who are not U.S. citizens or qualified aliens; and families found to have fraudulently misrepresented residence in order to obtain assistance in two or more states.
28. LCC will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any federal agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any federal award will be disclosed.
29. LCC will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 USC 1857(h), Section 508 of the Clean Water Act 33 USC 1368, Executive Order 11738, and Environmental Protection Agency regulations 40 Cfr Part 15, which prohibit the use under nonexempt federal contracts, grants, or lands of facilities included in the EPA List of Violating Facilities. Violations shall be reported to the State/county agency and to the US EPA Assistant Administrator for Enforcement (EN-329).
30. LCC is not listed in the non-procurement portion of the General Services Administration's "List of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with Executive Orders 12549 and 12689. Endorsement of this Contract certifies its exclusion status and that of its principals.
31. LCC has no outstanding findings for recovery pending or issued against it by the State of Ohio.

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32. LCC 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, LCC 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.
33. LCC will comply with all other Federal, State or local laws not enumerated herein.
34. Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the political subdivision has received for that calendar year, or the contract includes, a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor/Provider, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part thereof.

ARTICLE XI CONFLICT OF INTEREST

LCC covenants that, to the best of its knowledge, no person under its employ, who presently exercises any functions or responsibilities in connection with the Department or the County or projects or programs funded by either the County or the Department, has any personal financial interest, direct or indirect, in this Agreement. LCC further covenants that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by LCC. Any such interest, on the part of LCC or its employees, when known, must be disclosed in writing to the Department.

ARTICLE XII MODIFICATIONS

This Agreement may only be modified or amended in writing by and with the mutual consent and agreement of all the Parties hereto.

ARTICLE XIII TERMINATION

A. Termination for the Convenience of the Department

The Department may terminate this Agreement when it is determined by the Department to be in its best interest to do so, by giving at least seven (7) days advance notice, in writing, to LCC. LCC shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

B. Termination for the Convenience of LCC

LCC may terminate this Agreement at any time by giving at least seven (7) days advance notice, in writing, to the Department. LCC shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date specified on the notice as the effective date for such termination.

C. Breach or Default of Contract: Upon breach or default of any of the provisions, obligations, or duties embodied in this contract, the an aggrieved party shall provide written notice of the breach or default to the breaching or defaulting party and permit the breaching or defaulting party to remedy the breach or default within a specified reasonable period of time. If the breach or default is not satisfactorily remedied within the specified time period, this Agreement may, at the election of the aggrieved party, be immediately terminated. The Parties may, without limitation, exercise any available administrative, contractual, equitable or legal remedies. In the event of such a breach or default, LCC shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

The waiver of any occurrence of breach or default is not and should not be interpreted as a waiver of any such subsequent occurrences. The Parties, without limitation, retain the right to exercise all available administrative, contractual, equitable or legal remedies. If LCC or the Department fails to perform an obligation or obligations under this Agreement and such failure(s) is (are) waived by the other party, such waiver shall be limited to the particular failure(s) so waived and shall not be deemed to waive other failure(s). Waiver by the Department shall be authorized in writing and signed by an authorized Department representative.

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D. Loss of Funding: It is understood by LCC that availability of funds for this Agreement and thus this Agreement is contingent on appropriations made by the County, State and/or Federal government. In the event that the State and/or Federal reimbursement is no longer available to the Department, LCC understands that changes and/or termination of this Agreement will be required and necessary. Such changes and/or termination will be effective on the date that the State and/or Federal reimbursement is no longer available, or later as otherwise stipulated by the Department.

LCC will indemnify and hold harmless the County and the Department for any and all claims, demands, judgments, liability, damages, injuries, and/or suits resulting from or related to changes and/or termination of this Agreement due to loss of State and/or Federal funds.

ARTICLE XIV 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.

ARTICLE XIII 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.

This Agreement includes the following appendices, which by this reference are hereby made a part of this Agreement:

Appendix I	Statement of Work to be Performed/Proposal
Appendix II	Budget
Appendix III	Forms
Appendix IV	Invoice Format
DMA Form (HLS 0038)	Government Business and Funding Contracts

The abovementioned appendices and this Agreement instrument shall be considered as the binding document between parties herein mentioned.

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

RESOLUTION NO. 08-132

SETTING BID OPENING DATE AND TIME FOR UNIFORM RENTAL SERVICES:

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

**PUBLIC NOTICE
INVITATION TO BID
ITB #08-01 Uniform rental services**

Notice to bidders are posted on the Internet and may be viewed on Delaware County’s web page at <http://www.co.delaware.oh.us> under the heading Current Bids.

Sealed bids will be received by the Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, Ohio 43015 at **10:00 AM on Monday, February 25, 2008**, at which time they will be publicly opened and read and the contract awarded as soon as possible, for Uniform Rental Services for Delaware County.

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 the amount of \$500 made payable to the Delaware County, Ohio. Bid specifications may be obtained at the Delaware County Commissioners Office, 101 N. Sandusky St. or the Delaware County Facilities Management Office, 1405 US 23 North, Delaware, Ohio during normal business hours.

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 Uniform Rental Services." No bid shall be withdrawn for a period of sixty (60) days after

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being publicly opened and read.

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

RESOLUTION NO. 08-133

7:30 PM - PUBLIC HEARING FOR CONSIDERATION OF THE O'BRIEN DITCH #440 DITCH PETITION
FILED BY RICHARD DAWSON AND OTHERS:

It was moved by Mr. Evans, seconded by Mr. Ward to open the hearing at 7:33PM.

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

RESOLUTION NO. 08-134

IN THE MATTER OF ALLOWING AN APPLICATION TO AMEND THE PETITION FOR THE O'BRIEN DITCH
#440 WATERSHED, PETITIONED FOR BY RICHARD DAWSON, ET AL:

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

WHEREAS, pursuant to Chapter 6131 of the Ohio Revised Code, Richard Dawson, et al., filed a petition with the Clerk of the Board of Commissioners on July 16, 2007 in favor of certain improvements to the "O'Brien Ditch #440 Watershed"; and

WHEREAS, the Ohio Department of Transportation, who was not a petitioner, was listed in the petition as an owner of land that will be benefited or damaged by the completion of the proposed improvement; and

WHEREAS, on December 12, 2007, The Ohio Department of Transportation, filed an Application for Amendment of the petition, pursuant to section 6131.05 of the Ohio Revised Code, to include constructing the improvements to meet ODOT criteria (with negotiations to defray the cost) ; and

WHEREAS, the Board of Commissioners had, on October 15th, 2007, held a view of the proposed improvements, including a view of potential improvements to the area owned by ODOT; and

WHEREAS, no further view of the petitioned for improvements is necessary under section 6131.10 of the Ohio Revised Code; and

WHEREAS, the Board of Commissioners has complied with the notice requirements in section 6131.07 of the Ohio Revised Code; and

WHEREAS, no additional owners of land will be benefited or damaged by allowing the Application for Amendment; and

NOW, THEREFORE, THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY HEREBY RESOLVES AS FOLLOWS:

Section 1. The Application for Amendment of the Petition for the O'Brien Ditch #440 Watershed ("the Petition"), which by this reference is incorporated herein, is hereby allowed, pursuant to section 6131.05 of the Ohio Revised Code.

Section 2. This Amendment, does not require additional notice under section 6131.07 of the Ohio Revised Code, and does not require an additional view under section 6131.10 of the Ohio Revised Code.

(A copy of the amendment letter 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. 08-135

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF THE O'BRIEN DITCH
#440 DITCH PETITION FILED BY RICHARD DAWSON AND OTHERS:

It was moved by Mr. Ward, seconded by Mr. Evans to close the hearing at 8:35PM.

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

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RESOLUTION NO. 08-136

IN THE MATTER OF GRANTING THE PRAYER OF THE PETITION AND DIRECTING THE DELAWARE COUNTY ENGINEER TO PROCEED WITH PREPARATION OF PLANS, REPORTS, AND SCHEDULES FOR THE O'BRIEN DITCH #440 DITCH PETITION FILED BY RICHARD DAWSON AND OTHERS:

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

Whereas, on July 16, 2007, a Ditch Petition to The O'Brien Ditch #440 Watershed Ditch was filed with the Board of Commissioners of Delaware County (the "Board"); and

Whereas, an amendment, for additional considerations to the petition, was filed by the Ohio Department of Transportation, and

Whereas, the Board on Monday the 15th day of October, 2007, conducted a view of the proposed improvements; and

Whereas, the Board on Monday the 7th day of January, 2008 opened, and then continued to, and held a public hearing on Monday the 4th day of February 2008 to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for The O'Brien Ditch #440 Watershed Ditch; and

Whereas, after hearing testimony from property owners and the preliminary report of County Engineer, Chris Bauserman, the Board is prepared to issue its findings on the proposed improvements.

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

Section 1. The Board hereby finds that the proposed improvement is necessary and that it will be conducive to the public welfare. The Board also finds that it is reasonably certain that the cost of the proposed improvement will be less than the benefits. Accordingly, the Board hereby grants the prayer of the petition. The hearing on the Petition is hereby adjourned to the date fixed for the filing of the reports, plans, and schedules by the Delaware County Engineer.

Section 2. The Board hereby orders the Delaware County Auditor to transfer \$ zero from the general revenue funds of the county to the general drainage improvement fund.

Section 3. Upon the transfer of funds ordered in Section 2, the Board hereby orders the Delaware County Engineer to proceed with the preparation of plans, reports and schedules as presented for the proposed O'Brien Ditch #440 Watershed Ditch. The Board hereby fixes See next resolution as the date for filing of the engineer's reports, plans, and schedules. Upon filing of this information a public hearing date will be set and proper notification given to property owners in the affected watershed.

Section 4. THE BOARD HEREBY APPROVES ESTABLISHING A NEW ORGANIZATION KEY FOR THE OBRIEN DITCH NO. 440 DITCH PROJECT 40311431.

Section 5. This Board finds and determines that all formal actions taken by this Board concerning and relating to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in said formal actions were in meetings open to the public, in compliance with the laws of the State of Ohio.

Section 6. Sections 1, 4, 5, and 6 of this Resolution shall take immediate effect upon passage. Sections 2 and 3 of this Resolution shall take effect upon the expiration of the twenty-one day appeal period, provided no appeal has been taken.

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

RESOLUTION NO. 08-137

IN THE MATTER OF ACCEPTING AN AMENDMENT TO RESOLUTION NO. 08-136 (GRANTING THE PRAYER OF THE PETITION AND DIRECTING THE DELAWARE COUNTY ENGINEER TO PROCEED WITH PREPARATION OF PLANS, REPORTS, AND SCHEDULES FOR THE O'BRIEN DITCH #440 DITCH PETITION FILED BY RICHARD DAWSON AND OTHERS) TO INCLUDE A DATE FOR THE FILING OF THE ENGINEER'S REPORTS, PLANS AND SCHEDULES:

It was moved by Mr. Ward, seconded by Mr. Evans to approve a date of February 4, 2010 for a filing deadline of the engineer's reports, plans, and schedules. *Upon filing of this information a public hearing date will be set and proper notification given to property owners in the affected watershed.*

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

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RESOLUTION NO. 08-138

IN THE MATTER OF ACCEPTING AND APPROPRIATING THE FY07 STATE HOMELAND SECURITY GRANT:

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

WHEREAS, the Delaware County Commissioners approved the submission of the FY07 State Homeland Security Grant under resolution 07-1359 and the State of Ohio has allocated Delaware County \$147,400, and;

WHEREAS, the Threat, Risk and Needs (TRN) Committee recommends the County Board of Commissioners approve to utilize these funds to provide public safety forces throughout the County the ability to better mitigate, plan, respond and recover from a Chemical, Biological, Radiological, Nuclear, Explosive (CBRNE) Incident by acquiring mobile data terminals, additional fittings for PPE to ensure complete interoperability, an N-95 Mask fit-tester for health related responses, and grant management;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners accept and approve the establishment of Account 21511318, titled “FY07 SHSGP” within the DCOHSEM 215 Fund and appropriate the FY07 State Homeland Security Grant as follows:

Revenue	
4509 Federal Grants A	\$147,400.00
Materials and Supplies -	
5225-Personal Protective Equipment	\$ 11,000.00
5250-Minor Tools /Equipment <\$1000	\$ 4,000.00
5260-Inventoried Tools/Equipment >\$1000<\$4999	\$110,978.00
Services and Charges-	
5301-Contracted Professional Services	\$ 17,000.00
5001- Compensation	\$ 3,160.00
5101-Hosp Insurance	\$ 774.00
5120-PERS	\$ 442.00
5131-Medicare	\$ <u>46.00</u>
Total	\$147,400.00

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

RESOLUTION NO. 08-139

IN THE MATTER OF ACCEPTING AND APPROPRIATING THE FY07 REGIONAL STATE HOMELAND SECURITY GRANT:

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

WHEREAS, the Delaware County Commissioners approved the submission of the FY07 Regional State Homeland Security Grant under resolutions 07-1360 and 07-162 and the State of Ohio has allocated Delaware County, on behalf of the region, \$70,489, and;

WHEREAS, the regional grant concept further ensures the collaboration with neighboring jurisdictions to strengthen response capabilities;

WHEREAS, the Delaware County Office of Homeland Security and Emergency Management requests the grant to support additional equipment for a Type III Hazmat response within 1 hour of all locations within Ohio Homeland Security Region IV and a Type II Hazmat response within 2 hours of all locations within Ohio Homeland Security Region IV;

WHEREAS, the jurisdictions participating for a Type III response are Crawford, Delaware, Fairfield, Fayette, Franklin, Hardin, Knox, Licking, Logan, Madison, and Pickaway counties and for a Type II response are Delaware, Fairfield, Franklin, and Licking counties;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners accept and approve the establishment of Account 21511317 titled “FY07 Regional SHSGP” within the DCOHSEM 215 Fund and appropriate the FY07 Regional SHSGP as follows:

Revenue

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4509 Federal Grants A	\$ 70,489.00					
Materials and Supplies - 5215-Program Supplies	\$ 70,489.00					
Vote on Motion	Mr. Ward	Aye	Mr. Jordan	Aye	Mr. Evans	Aye

RESOLUTION NO. 08-140

IN THE MATTER OF ACCEPTING AND APPROPRIATING THE FY07 SUPPLEMENTAL EMERGENCY
MANAGEMENT PERFORMANCE GRANT:

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

WHEREAS, the Delaware County Commissioners approved and appropriation the FY07 Emergency
Management Performance Grant under resolution 07-0581 with an original allocation of \$57,448, and;

WHEREAS, EMPG has received additional funding from Congress to increase the Delaware County amount by
\$16,186 for a new total of \$73,634;

WHEREAS, the grant has a local 50/50 match that the Delaware County Office of Homeland Security and
Emergency Management has in the current budget and is designed to strengthen community response efforts
to natural and man-made events;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners accept and increase the
appropriation of the FY07 Emergency Management Performance Grant 21511315 as follows:

Revenue	
4509 Federal Grants A	\$16,186.00
Expenses	
5001 EMA/Compensation	\$11,786.00
5101 Hosp Insurance	\$ 2,500.00
5120 PERS	\$ 1,650.00
5131 Medicare	\$ 170.00
5330 Communications	<u>\$ 80.00</u>
	\$16,186.00

Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Aye
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RESOLUTION NO. 08-141

IN THE MATTER OF ACCEPTING AND APPROPRIATING THE FY07 CITIZEN CORP GRANT:

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

WHEREAS, the Delaware County Commissioners approved the submission of the FY07 Citizen Corps Grant
under resolution 07-0823 and the State of Ohio has allocated Delaware County \$6000, and;

WHEREAS, the Citizen Corps was founded following the 9/11 attacks as a way to enable citizen participation in
the role of community preparedness;

WHEREAS, the Citizen Corps Council requests the grant to support additional classes for the Community
Emergency Response Teams, equipment for the Delaware Volunteer in Police Service, and supplies for the
Ready Campaign that the Citizen Corps is currently undertaking;

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners accept and approve the
establishment of Account 21511316, titled “FY07 Citizen Corps Grant” within the DCOHSEM 215 Fund and
appropriate the FY07 Citizen Corps Grant as follows:

Revenue	
4509 Federal Grants A	\$ 6,000.00
Materials and Supplies - 5215-Program Supplies	\$ 4,800.00
Services and Charges - 5301-Contracted Professional Services	<u>\$ 1,200.00</u>
Total	\$ 6,000.00

Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Aye
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RESOLUTION NO. 08-142

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS WOODS OF POWELL NORTH 1:

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

Woods of Powell North 1 1,661 feet of 8- inch sewer 7 manholes

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

RESOLUTION NO. 08-143

IN THE MATTER OF APPROVING THE SANITARY SUBDIVIDER’S AGREEMENT FOR WOODLAND HALL SECTION 2:

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

Woodland Hall Section 2

SUBDIVIDER'S AGREEMENT
DELAWARE COUNTY SANITARY ENGINEER

THIS AGREEMENT executed on this 4th day of February 2008, by and between **WEST POINT HOLDINGS LLC**, as evidenced by the **WOODLAND HALL SECTION 2** 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:

The SUBDIVIDER shall upon executing this AGREEMENT pay to the DELAWARE COUNTY SANITARY ENGINEER **\$111,991.00**, representing \$103,250.00 for the payment of fifty percent (50%) of the capacity charges then in effect for each single family residential connection, for **35** equivalent single family residential connections plus \$8,741.00 reimbursement for the purchase of an easement. The remaining capacity charge shall be fifty percent (50%) of the rate currently in effect at the time connection is made and shall be paid for each single family residential connection upon application to the DELAWARE COUNTY SANITARY ENGINEER for a tap permit to connect the single family residence to the sanitary sewer. Ownership of more than one (1) lot will not cause aggregation of the payments.

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 (**\$205,967**) 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 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 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 **\$24,700.00**, estimated to be necessary to pay the cost of plan review and 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

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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 to a level of less than \$1,000.00, the SUBDIVIDER shall make an additional deposit of \$1,000.00 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, "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.

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 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 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. Evans Aye Mr. Jordan Aye Mr. Ward Aye

RESOLUTION NO. 08-144

IN THE MATTER OF APPROVING A RESOLUTION TO ENTER INTO CONTRACT WITH THE DELAWARE COUNTY BANK & TRUST FOR LOCK BOX SERVICES AND ISSUE A NOTICE TO PROCEED:

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

WHEREAS Sealed Bids for Lock Box Services were received by the County of Delaware, Ohio at the Office of the Board of County Commissioners at 2:00 o'clock PM local time November 30, 2007, and

WHEREAS the lowest bid received was from The Delaware County Bank & Trust Co. for \$14,138.00 estimated initial billing cycle amount, and

WHEREAS on December 17, 2007, the Bid for Lock Box Services was awarded to the Delaware County Bank & Trust and a Notice of Award was issued, and

WHEREAS the Delaware County Bank & Trust has acknowledged receipt of the Notice of Award and returned

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the Agreement with their portion executed.

THEREFORE BE IT RESOLVED that the Board of County Commissioners enter into an Agreement with the Delaware County Bank & Trust for Lock Box Services for the period of February 1, 2008, to January 31, 2010, and issue the Delaware County Bank & Trust the Notice to Proceed.

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

RESOLUTION NO. 08-145

IN THE MATTER OF AUTHORIZING COMMISSIONER JAMES D. WARD TO SIGN THE CLOSING DOCUMENTS FOR THE PROPERTY AT 2081 N. US ROUTE 23, DELAWARE, OHIO-THE FRANK B. WILLIS BUILDING:

It was moved by Mr. Evans, seconded by Mr. Jordan to authorize Commissioner James D. Ward to sign the closing documents for the Property At 2081 N. Us Route 23, Delaware, Ohio (The Frank B. Willis Building).

Further Be it Resolved, that the Commissioners approve a Voucher to Title First in the amount of \$1,871,881.15 (40411412-5401)

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

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners