

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 3, 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

7:30 PM Public Hearing For Consideration Of A Ditch Petition For The Harvest Wind Sections 1 And 2 Subdivision Ditch Maintenance Project

8:00 PM Public Hearing For Consideration Of A Ditch Petition For The Canterbury Section 1 & 2 Subdivision Ditch Maintenance Project

PUBLIC COMMENT

RESOLUTION NO. 08-226

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD FEBRUARY 28, 2008 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the resolutions and records of the proceedings from regular meeting held February 28, 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. 08-227

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0229 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0229:

It was moved by Mr. Ward, seconded by Mr. Evans to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0229, memo transfers in batch numbers MTAPR0229 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
<b>PO's</b>			
Nikou Learning Center	Day Care	22411610-5348	\$ 50,000.00
<b>Increases</b>			
Beems	Gasoline	10011106-5228	\$ 40,000.00
Noah's Ark/Tippett	Day Care	22511607-5348	\$ 5,000.00
Blue's Auto Service	Repair Service	60111901-5370	\$ 5,000.00
<b>Add Line</b>			
Brianna Kinniard	Day Care	22511607-5348	\$ 5,000.00
Delaware City SACC	Day Care	22511607-5348	\$ 5,000.00
<b>Vouchers</b>			
Del Area Career Center	Jump Start	22411601-5348	\$ 9,034.35
Adventure Academy	Day Care	22411610-5348	\$ 6,979.80
T & J Junior Academy	Day Care	22411610-5348	\$ 5,059.48
Maryhaven Inc.	Residential Treatment	22511607-5342	\$ 9,021.00
City of Dublin	Reimbursement Sewer Charges	66290301-5319	\$ 31,643.71
Siemens	Bioxide for Various Locations	66290318-5290	\$ 24,165.90
Synagro Midwest	Land App by Sub Contractor	66290303-5301	\$ 6,480.00
Sungard Bi Tech	Professional Services	40111402-5301	\$ 28,800.00
Sungard Bi Tech	License & Support	40111402-5450	\$ 11,873.00
<b>Memo Transfer Vouchers</b>			
<b>From</b>	<b>To</b>		
Job and Family	FCFC	Help Me Grow	\$ 24,913.60
22411601-5350	70161607-4501	TANF FY 08 Dec 07	
Job and Family	FCFC	Help Me Grow	\$ 21,990.80
22411601-5350	70161607-4501	TANF FY 08 Jan. 08	

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

RESOLUTION NO. 08-228

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 3, 2008

---

The Emergency Management Department is requesting that Brian Galligher attend a County EMA Director Seminar in Columbus, Ohio March 31-April 2, 2008, at no cost.

The Emergency Management Department is requesting that Brian Galligher attend an Incident Command 300 and 400 Instructing Seminar in Franklin County April 14-16, 2008, at no cost.

The Department of Job and Family Services is requesting that Jacqueline Schonauer and Rhonda Leasure attend a WIA Fiscal Program at Cherry Valley Lodge April 7-8, 2008, a the cost of \$162.80.

The Engineer’s Office is requesting that Pat Blayney attend an Ohio Transportation Leadership Forum in Columbus, Ohio March 19, 2008, at the cost of \$60.00.

The Environmental Services Department is requesting that Tiffany Jenkins, Chad Antle and Fred Fowler attend a BIA 2008 Economic Forecast Meeting in Columbus, Ohio February 28, 2008, at no cost.

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

**RESOLUTION NO. 08-229**

**IN THE MATTER OF ADOPTING RESOLUTION OF CONGRATULATIONS TO WILLIAM PETRY UPON EARNING HIS EAGLE SCOUT AWARD:**

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

WHEREAS, William Petry has been a member of Boy Scout Troop # 300; and

WHEREAS, William Petry 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 William Petry on earning the Eagle Scout Award.

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners of Delaware County hereby officially congratulates William Petry 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. Jordan                    Aye                    Mr. Evans                    Aye                    Mr. Ward                    Aye

**RESOLUTION NO. 08-230**

**IN THE MATTER OF PROCLAIMING MARCH 1 THROUGH MARCH 7, 2008 NATIONAL WEIGHTS AND MEASURES WEEK:**

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

Whereas, on March 2, 1799, the first Weight and Measures Law in the United States was enacted, and during the week of March 1 through March 7, 2008, this anniversary will be celebrated.

Whereas, the theme this year is, "Weights & Measures: Balancing the Marketplace". Weights and measures professionals’ nationwide work together to create confidence in the marketplace, resulting in consumers getting what they pay for and businesses competing fairly, and

Whereas, Weights and Measures is the oldest consumer protection service known today, and this service protects the consumer as well as the business operator by insuring that all measuring devices are inspected and certified to be accurate.

Therefore, Be It Resolved: That the Board of County Commissioners of Delaware County hereby officially declares March 1 through March 7, 2008, National Weights and Measures Week in Delaware County.

Be it Further Resolved: That the Clerk of the Board of commissioners shall cause this Resolution to be spread upon the Board’s Official Journal.

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

**RESOLUTION NO. 08-231**

**IN THE MATTER OF APPROVING PLAT FOR DIVISION #2 OF MAXTOWN SUBDIVISION LOT**

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 3, 2008

NUMBER 3460:

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

Division #2 Of Maxtown Subdivision Lot Number 3460:

Situated In The State Of Ohio, County Of Delaware, Township Of Genoa, Lying In Farm Lot 21, Section 3, Township 3 North, Range 17 West, United States Military District, And Being 0.653 Acres Of Lot 3460 As Shown And Delineated On The Record Plat Of Dcision #1, Of Maxtown Subdivision Lot Number 3460. A Subdivision Of Record In Plat Cabinet 3, Slide 655, Said Lot 3460 Conveyed To Home Depot U.S.A. Inc., By Deed Of Record In Official Record 182, Page 2042, All Records Herein Of The Recorder’s Office, Delaware County, Ohio. Cost \$3.00.

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

RESOLUTION NO. 08-232

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR ESTATES AT MEDALLION:

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

Estates at Medallion

The roadway to be accepted is as follows:

- Lindsey Court, to be known as Township Road Number 1569

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

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

RESOLUTION NO. 08-233

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR ESTATES AT MEDALLION:

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

Stop Conditions –Estates at Medallion

- On Township Road Number 1569, Lindsey Court, at its intersection with County Road Number 30, Sunbury Road

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

RESOLUTION NO. 08-234

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
U08012	AT&T	Concord Road	Install cable/conduit

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

RESOLUTION NO. 08-235

SETTING BID OPENING DATE AND TIME FOR LIQUID ASPHALT, HOT MIX AND TWO MEN AND A PAVER:

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

INVITATION TO BID

Sealed bids will be accepted for **Liquid Asphalt** based upon unit price bids per gallon of each material and **Items 301, 402 and 404 Asphalt Hot Mix materials** based upon unit price per ton of material. All material items

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 3, 2008

shall meet the **Ohio Department of Transportation Material Specifications for 1997 and 2002 specs as directed.** Bids will also be accepted for **Two Men and a Paver, price per ton laid.** Copies of **General Specifications** may be obtained at the office of the **Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015.**

Bids for **Liquid Asphalt** shall be delivered price to job site at any location within Delaware County. Free unloading time and demurrage shall also be noted. Bids for **Hot Mix Materials** shall be FOB plant price. Said materials to be used by the Delaware County Engineer **through April 30, 2009.**

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

Bids will be received by the **Delaware County Commissioners, at the office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015 until 10:00 a.m. March 24, 2008,** at which time said bids will be opened. Bids will be awarded at the discretion of the Delaware County Commissioners, and all bidders shall be notified accordingly.

Bids shall be submitted in a sealed envelope and marked **SEALED BID FOR LIQUID ASPHALT, HOT MIX AND TWO MEN AND A PAVER.**

This **Invitation to Bid** is hereby made a part of the specifications. The Delaware County Commissioners reserve the right to reject any and/or all bids.

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

**RESOLUTION NO. 08 -236**

**IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS AND OTHER AMENITIES FOR PLANNING COMMITTEE MEETINGS:**

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

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

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

WHEREAS, the Planning Committee of the Delaware County Department of Job and Family Services meets on a monthly basis; and

WHEREAS, this Planning Committee is comprised of volunteers appointed by the County Board of Commissioners; and

WHEREAS, the Department requests approval to purchase refreshments as appropriate; and

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

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of Department of Job and Family Services funds in an amount not to exceed \$180.00, to assist in funding the purchase of coffee, meals, refreshments and other amenities for Planning Committee Meetings for Calendar Year 2008.

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

**RESOLUTION NO. 08 -237**

**IN THE MATTER OF AUTHORIZING THE USE OF DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS AND OTHER AMENITIES FOR FOSTER PARENT TRAINING:**

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

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

WHEREAS, The October 20, 2003, State Auditor’s ruling on payment of Expenditures Of Public Funds For

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 3, 2008

Proper “Public Purpose” states that for persons who are employees or non-employees of the County, the Commissioners must pre-approve expenditures for the purchase of coffee, meals, refreshments and other amenities.

WHEREAS, the Delaware County Department of Job and Family Services has responsibility for providing training for Foster Parents licensed by the Department; and

WHEREAS, training is scheduled throughout calendar 2008; and

WHEREAS, meetings vary in length with some occurring evenings and some on Saturdays; and

WHEREAS, the Department requests approval to purchase refreshments as appropriate; and

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

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of Department of Job and Family Services funds in an amount not to exceed \$150.00, to assist in funding the purchase of coffee, meals, refreshments and other amenities for Foster Parent Training for Calendar Year 2008.

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

**RESOLUTION NO. 08-238**

**IN THE MATTER OF AMENDING THE CHILD CARE SERVICES CONTRACTS BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDER KIDDIE ACADEMY:**

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

**Kiddie Academy**

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

This amendment, effective February 20, 2008, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kiddie Academy entered into on the 1<sup>st</sup> day of January 2008.

Article 4. Cost and Delivery of Purchased Services:

Payment Rates:

Changes amount reimbursable from \$25,000 to \$100,000

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

**RESOLUTION NO. 08-239**

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND THE TLP GROUP FOR PROGRAM PARTICIPANTS:**

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

**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 The TLP Group, “TLP”)(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 TLP is willing to provide services, or contract out for services, and TLP is willing to provide those services at an agreed-upon price, the Parties mutually agree to the following:

**COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 3, 2008**

---

**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.

“TLP” means The TLP Group

“County” means Delaware County Board of Commissioners

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

“Parties” means TLP, County and Department collectively

**B. Purpose of Agreement**

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

**C. Obligations of TLP**

TLP 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.

TLP 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 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 TLP’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 TLP 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.

TLP 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**

TLP 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 \$ 24,060.00 or (2) the amount of cash expenditures made by TLP 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 \$ 24,060.00.

**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, TLP 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 TLP to inspect, audit, make excerpts, photo static copies and/or transcripts of any and all documents relating to all matters covered by this Agreement.

TLP, 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,

**COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 3, 2008**

---

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, TLP 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, TLP 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 TLP 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**

TLP 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. Auto Liability Insurance covering the TLP owned vehicle with limits of at least \$300,000 (Combined Single Limit) or, \$100,000 per person and \$300,000 per accident for Bodily Injury and \$100,000 per accident for property damage.

**ARTICLE VII INDEPENDENT CONTRACTOR STATUS/INDEMNIFICATION**

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

B. To the fullest extent of the law, TLP 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 TLP's performance of this Agreement. TLP 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 TLP'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. TLP 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. TLP 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 TLP or any employee, agent or representative of TLP.

**ARTICLE VIII MAINTENANCE OF EFFORT**

It is understood and agreed that the level of services, activities and expenditures by TLP, 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. TLP 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**

TLP 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. TLP further agrees to maintain the confidentiality of all client related documents and information provided to it by

**COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 3, 2008**

---

the Department and will not release such information without the express written consent of the client and the Department. The Department agrees to allow TLP to utilize screening data gathered during performance of duties identified in Appendix I as part of an aggregate set of data for the purpose of developing standardized norms on screening subsets for an adolescent population and possible scenarios for future learning or training provided confidential information is not linked to the clients served.

**ARTICLE X ASSURANCES AND CERTIFICATIONS**

TLP assures and certifies that:

1. TLP 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 TLP'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 TLP 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.
3. TLP 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. TLP 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 TLP partnership with the Delaware County Job Network.
7. TLP recognizes its responsibility for and agrees to assume full financial liability for any subsequent questioned or disallowed costs not expressly included and approved in Appendix II of this agreement, but which are associated with activities conducted by TLP.
8. TLP recognizes and accepts its responsibility to maintain easily accessible and auditable financial and programmatic records.
9. TLP 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.
10. All services delivered under this contract will be provided in accordance with the Department's Prevention and Retention and Contingency Policy.
11. TLP will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, or national origin. TLP 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.
12. TLP will, in all solicitation or advertisements for employees placed by or on behalf of TLP, 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.
13. 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.



**COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 3, 2008**

---

14. 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.
15. TLP 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.
16. TLP 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 TLP. If any participant objects to the religious character of the organization, TLP will immediately refer the individual to the Department for an alternative provider.
17. Neither TLP 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 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.
18. TLP will comply with any applicable minimum wage and maximum hour provisions of the Fair Labor Standards Act.
19. TLP 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.
20. Claims made to the Department for payment for services do not duplicate claims made by TLP to other sources of public funds for the same service. The services being agreed upon are not available on a non-reimbursable basis.
21. 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.
22. TLP 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. TLP 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.
23. TLP 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. TLP 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.
24. TLP 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.
25. 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.
26. TLP 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

**COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 3, 2008**

---

covered by 31 U.S.D. 1352. Any lobbying with non-Federal funds that takes place in connection with obtaining any federal award will be disclosed.

27. TLP will comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act 42 SC 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).
28. TLP 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.
29. TLP has no outstanding findings for recovery pending or issued against it by the State of Ohio.
30. TLP 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, TLP 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.
31. TLP will comply with all other Federal, State or local laws not enumerated herein.
32. 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

TLP 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. TLP further covenants that in the performance of this Agreement, no person having such conflicting interest shall knowingly be employed by TLP. Any such interest, on the part of TLP 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 TLP. TLP shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

##### B. Termination for the Convenience of TLP

TLP may terminate this Agreement at any time by giving at least seven (7) days advance notice, in

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 3, 2008

writing, to the Department. TLP 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, TLP 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 TLP 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.

D. Loss of Funding: It is understood by TLP 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, TLP 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.

TLP 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	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.

This contract shall be effective as of 02/01/08.

**Narrative:**

- The TLP Group’s areas of interest and expertise include:
- Engaging struggling learners, screening and interventions for special learning needs
  - Empowering and equipping learners to know and self-advocate for their own learning accommodations, adaptations and strategies
  - Performance and anxiety related to test-taking skills
  - Brain style learning preferences,
  - Re-designing educational and vocational training services for adults, adolescents and youth for the

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 3, 2008

- purpose of creating the most conducive service delivery model targeting learner/client long-term educational and self sufficiency success
- Utilization of community resources to meet individual educational and vocational needs

The TLP Group will apply its expertise to help the youth of Delaware County with the end goals of improved academic performance, removal of barriers to learning, resiliency building, and to further enhance the ability of a young person to succeed through the prevention and reduction of out-of-wedlock births through social, character and leadership skill development and by assisting them in reaching their potential and develop strong self-esteem through social, emotional and physical development.

(Copies of Appendixes 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. 08-240

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

James Rush has resigned his position as a Custodian with the Facilities Department; effective date February 26, 2008

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

RESOLUTION NO. 08-241

7:30 PM - PUBLIC HEARING FOR CONSIDERATION OF A DITCH PETITION FILED BY HOMEOWNERS ASSOCIATION MEMBERS, J. MICHAEL CHUDIK AND OTHERS, FOR THE HARVEST WIND SECTIONS 1 & 2 SUBDIVISION DITCH MAINTENANCE PROJECT:

It was moved by Mr. Evans, seconded by Mr. Ward to open the hearing at 7:30PM.

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

RESOLUTION NO. 08-242

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF A DITCH PETITION FILED BY HOMEOWNERS ASSOCIATION MEMBERS, J. MICHAEL CHUDIK AND OTHERS, FOR THE HARVEST WIND SECTIONS 1 & 2 SUBDIVISION DITCH MAINTENANCE PROJECT:

It was moved by Mr. Ward, seconded by Mr. Evans to close the hearing at 7:45PM.

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

RESOLUTION NO. 08-243

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 HARVEST WIND SECTIONS 1 & 2 SUBDIVISION DITCH MAINTENANCE PETITION FILED BY HOMEOWNERS ASSOCIATION MEMBERS, J. MICHAEL CHUDIK AND OTHERS:

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

Whereas, on September 21, 2007, a Ditch Petition to The Harvest Wind Sections 1 & 2 Subdivision Watershed was filed with the Board of Commissioners of Delaware County (the “Board”); and

Whereas, the Board on Monday the 17<sup>th</sup> day of December, 2007, conducted a view of the proposed improvements; and

Whereas, the Board on Monday the 3<sup>RD</sup> day of March, 2008, held a public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for The Harvest Wind Sections 1 & 2 Subdivision Watershed Ditch Maintenance Petition; 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:

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 3, 2008

---

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 Harvest Wind Sections 1 & 2 Subdivision Watershed Ditch Maintenance Petition. The Board hereby fixes (March 3, 2009) 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 Harvest Wind Sections 1 & 2 subdivision watershed ditch maintenance petition project (Maintenance petition will not need a organization key.)

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. 08-244**

**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:**

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 7:50PM.

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

**RESOLUTION NO. 08-245**

**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 8:05PM.

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

**RESOLUTION NO. 08-246**

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

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

Recommendation to place Darryl Evans with the Dog and Kennel Department on paid Administrative Leave for a period not to exceed 30 days; effective February 28, 2008.

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

**RESOLUTION NO. 08-247**

**8:00 PM - PUBLIC HEARING FOR CONSIDERATION OF A DITCH PETITION FILED BY HOMEOWNERS ASSOCIATION MEMBERS, DANA WISECARVER AND OTHERS, FOR THE CANTERBURY SECTIONS 1 & 2 SUBDIVISION DITCH MAINTENANCE PROJECT:**

It was moved by Mr. Evans, seconded by Mr. Ward to open the hearing at 8:05PM.

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 3, 2008

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

RESOLUTION NO. 08-248

IN THE MATTER OF CLOSING THE PUBLIC HEARING FOR CONSIDERATION OF A DITCH PETITION FILED BY HOMEOWNERS ASSOCIATION MEMBERS, DANA WISECARVER AND OTHERS, FOR THE CANTERBURY SECTIONS 1 & 2 SUBDIVISION DITCH MAINTENANCE PROJECT:

It was moved by Mr. Ward, seconded by Mr. Evans to close the hearing at 8:30PM.

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

RESOLUTION NO. 08-249

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 CANTERBURY SECTIONS 1 & 2 SUBDIVISION DITCH MAINTENANCE PETITION FILED BY HOMEOWNERS ASSOCIATION MEMBERS, DANA WISECARVER AND OTHERS:

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

Whereas, on September 27, 2007, a Ditch Petition to The Canterbury Sections 1 & 2 Subdivision Watershed was filed with the Board of Commissioners of Delaware County (the “Board”); and

Whereas, the Board on Monday the 17<sup>th</sup> day of December, 2007, conducted a view of the proposed improvements; and

Whereas, the Board on Monday the 3<sup>RD</sup> day of March, 2008, held a public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for The Canterbury Sections 1 & 2 Subdivision Watershed Ditch Maintenance Petition; 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 \$0.00 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 The Canterbury Sections 1 & 2 Subdivision Watershed Ditch Maintenance Petition. The Board hereby fixes (March 3, 2009) 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 Canterbury Sections 1 & 2 subdivision watershed ditch maintenance petition project (Maintenance petition will not need a organization key.)

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

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MARCH 3, 2008

There being no further business the meeting adjourned.

\_\_\_\_\_  
Glenn A. Evans

\_\_\_\_\_  
Kristopher W. Jordan

\_\_\_\_\_  
James D. Ward

\_\_\_\_\_  
Letha George, Clerk to the Commissioners