

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 5, 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 (Commissioner Jordan was not present for the prosecutor session)
- 7:00 PM Commissioners Session
- 7:30 PM Final Hearing By The Commissioners For The Sheets #318 Ditch Petition Filed By Glenn T. Sheets And Others

RESOLUTION NO. 08-499

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; FOR PENDING OR IMMINENT LITIGATION AND FOR THE PURPOSE OF REVIEWING NEGOTIATIONS OR BARGAINING SESSIONS WITH PUBLIC EMPLOYEES CONCERNING THEIR COMPENSATION OR OTHER TERMS AND CONDITIONS OF THEIR EMPLOYMENT:

It was moved by Mr. Ward, seconded by Mr. Evans to adjourn into Executive Session at 1:06PM.

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

RESOLUTION NO. 08-500

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 2:00PM.

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

RECESS TILL 7:00PM FOR REGULAR BUSINESS

PUBLIC COMMENT

RESOLUTION NO. 08-501

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND DEVELOPMENT SITE SOLUTIONS FOR THE PURPOSE OF ECONOMIC DEVELOPMENT ASSISTANCE:

It was moved by , seconded by to approve a contract between the Delaware County Commissioners And Development Site Solutions for the purpose of economic development assistance.

CONSULTING AGREEMENT

THIS AGREEMENT is made this 5<sup>th</sup> day of May, 2008, between Development Site Solutions, LLC ("DSS") with offices located at 496 South Third Street, Columbus, OH 43215, and Board of Commissioners of Delaware County, Ohio with offices located at 101 North Sandusky Street Delaware, Ohio 43015 ("County").

NOW, THEREFORE, in consideration of the mutual promises and agreements set forth herein and for valuable and adequate consideration, the receipt of which is hereby acknowledged by the parties, it is agreed as follows:

TERMS

1.01 Independent Contractor. The parties intend that an independent contractor relationship will be created by this Agreement. County is interested only in the results to be achieved, and the conduct and control of the work will lie solely with DSS. DSS is not to be considered an agent or employee of County for any purpose. It is understood that DSS is free to contract for similar services to be performed for other companies while under contract with County. DSS agrees to provide workers' compensation insurance for DSS's employees and agents, and provide County with evidence thereof, unless County's laborers are used. DSS agrees to hold harmless and indemnify County for any and all claims arising out of any injury, disability, or death of any of DSS's employees or agents. DSS understands that because it is an independent contractor, County will not collect or withhold taxes on DSS's behalf.

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 5, 2008**

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1.02 Term. The term of this Agreement shall begin on the date of execution, and shall continue until \$125,000 has been paid to DSS for its services, unless sooner terminated as hereinafter provided. Unless terminated as herein provided, this Agreement shall automatically renew at the same terms without further approval by either party.

1.03 Compensation. For all services rendered by DSS under this Agreement, DSS shall receive compensation as follows, unless otherwise set forth in a Services Summary Schedule: (a) from the date of commencement of this Agreement, DSS shall receive \$150.00 per hour of time expended by any representative of DSS for services rendered by DSS on behalf of and/or for the benefit of County. Further, DSS must apply for reimbursement from County for all costs advanced and expenses incurred by DSS, such costs and expenses including but not limited to: those associated with travel and lodging, including gasoline, mileage reimbursement, tolls, airfare and hotel expenses; photocopying; meals; telephone; postage; parking; printing; and courier fees. DSS reserves the right to submit weekly invoices for its services to County. County shall pay all compensation set forth in this paragraph 1.03 within fourteen (14) days of DSS presenting an invoice to County for such compensation. Invoices that remain unpaid for fourteen (14) days or more will be charged compound interest at the rate of ten percent (10%) per annum. Regardless of the assessment of interest, DSS reserves the right to terminate representation if payment is not received within fourteen (14) days of the date of the invoice. From time to time and at DSS's discretion, DSS shall be entitled to an interruption in services provided to County. Such interruption in services shall not be cause for County to terminate this Agreement, nor shall such interruption be considered a breach of this Agreement. Such interruption shall not last for more than fourteen (14) consecutive days without the approval of County. DSS shall not be liable for any delays or failures in performance that are due to circumstances beyond its control.

1.04 Duties. DSS shall be responsible for providing economic development consulting services for County as herein defined and referred to as "the Services." The Services shall be defined as set forth in the attached Services Summary Schedules and exhibits thereto (herein "the Services"). DSS will not be providing legal or accounting services or advice to the County. While County may determine its desired result of the Services, DSS solely shall determine the manner in which the results are to be obtained.

1.05 Limitations. Any and all materials prepared or provided to County by DSS ("Materials") shall become the property of the County upon full payment for DSS services and will be maintained in confidence by County. DSS also retains ownership of the Materials and reserves the right to use in any manner the Materials. DSS shall retain exclusive ownership of any pre-existing DSS information or property identified as or incorporated into the Materials. DSS grants a nonexclusive, non-transferable license, at no additional charge, for County to use such pre-existing materials for County's internal business purposes only. Access to the pre-existing materials will be restricted to County's full time employees. DSS shall retain all rights in its proprietary methodologies that may be used by DSS and/or provided by DSS to County. County agrees to keep DSS's methodologies confidential in accordance with the Confidentiality clause of this Agreement. All use of the same shall be governed by the terms of this Agreement.

1.06 Subcontracting. County acknowledges and consents that DSS may use "Supplemental Resources," including but not limited to, subcontractors, agents and employees in performing the services set forth in this Agreement. Should DSS utilize such Supplemental Resources, County shall not contract independently, directly or indirectly, with such Supplemental Resources to perform any services associated with the Product or of a similar nature to the services performed by DSS.

1.07 Solicitation of Employees. Unless otherwise agreed in writing, neither party will offer employment to any of the other's employees or contract with, either individually or through a third party, any current or former employee of the other party during the term of this Agreement and for one year thereafter.

1.08 Termination. This Agreement may be terminated by County or DSS upon ninety (90) days written notice of termination without need to state cause. In addition, at any time during the term of this Agreement, DSS may terminate the Agreement at its discretion immediately for cause, which shall include, but not be limited to, the breach of any provision of this Agreement. If this Agreement is terminated prior to the completion of the term specified in this Agreement, DSS shall be entitled to the compensation earned prior to the date of termination, as provided for in this Agreement and including that date.

1.09 Confidentiality. County acknowledges that the Product and services performed by DSS incorporate confidential and proprietary information developed or acquired by or licensed to DSS. County shall permit DSS to mark as confidential any item or information that DSS deems appropriate. County will take reasonable precautions necessary to safeguard the confidentiality of the Product and any other information marked as confidential by DSS, including, but not limited to: (a) those taken by County to protect County's own confidential information; and (b) those which DSS or its authorized representative may reasonably request from time to time. County will not allow the removal or defacement of any confidentiality or proprietary notice placed on the Product. The placement of copyright notices on these items will not constitute publication or otherwise impair their confidential nature. The terms "Information" as used herein means any and all technical and business information disclosed in any manner or form including but not limited to, financial plans and records, marketing plans, economic development strategies, relationships with third parties, contact lists and information regarding contacts, founders, employees and affiliates. The duties and obligations to protect information and materials set

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 5, 2008**

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forth herein shall survive termination of this Agreement.

1.10 Disclosure. County will not disclose, in whole or in part, any item of the Product or any other information marked as confidential to any individual, entity or other person. If an unauthorized use or disclosure occurs, County will immediately notify DSS and assist DSS in recovering the Product and preventing any subsequent unauthorized use or dissemination. The placement of copyright notices on these items will not constitute publication or otherwise impair their confidential nature. The terms "Information" as used herein means any and all technical and business information disclosed in any manner or form including but not limited to, financial plans and records, marketing plans, business strategies, present and proposed products, computer software programs, source codes, relationships with third parties, customer lists and information regarding customers, suppliers, founders, employees and affiliates. The duties and obligations to protect information and materials set forth herein shall survive termination of this Agreement.

1.11 Indemnification. DSS shall indemnify and hold harmless County and its officers, directors, agents, owners and employees for any claims brought or liabilities imposed against County by DSS's employees or by any other party (including private parties, governmental entities and courts), including but not limited to claims related to worker's compensation, wage and hour laws, employment taxes and benefits, and whether relating to DSS's status, the status of its personnel, or any other matters involving the acts or omissions of DSS and its personnel. Indemnification shall be for any and all loss, including costs and attorney's fees. County shall indemnify and hold harmless DSS and its officers, directors, agents, owners and employees for any claims brought or liabilities imposed against DSS resulting from acts or omissions by County or its employees or by any other party (including private parties, governmental entities and courts), including but not limited to claims related to worker's compensation, wage and hour laws, employment taxes and benefits, and whether relating to County's status, the status of its personnel, or any other matters involving the acts or omissions of County and its personnel. Indemnification shall be for any and all loss, including costs and attorney's fees.

1.12 General Provisions.

- a. Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio.
- b. Modification to Comply with Law. Nothing herein contained shall be construed so as to require a finding that any provision of this Agreement is in conflict with any statute, law, ordinance or other governmental regulations applicable thereto and if any conflict is so found, the provision of this Agreement affected thereby shall be modified only to the extent necessary to bring it within the requirements of the law.
- c. Equitable Remedies for Breach. The services to be rendered by DSS and the rights and privileges granted to County by DSS hereunder are of a unique, unusual, special and extraordinary character and have a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in any action at law, and a breach by County of any of the provisions herein will cause DSS great and irreparable damage. DSS, in addition to any other remedies, shall be entitled to the remedies of injunction, specific performance, and other equitable relief to prevent a breach of this Agreement by County.
- d. Entire Agreement. This Agreement contains all of the terms, modifications and promises of the parties hereto and no modification or waiver of any provision hereof shall be valid and binding, unless in writing and signed by both parties hereto.
- e. Severability. All agreements and covenants contained herein are severable, and in the event any of them, with the exception of those contained in Paragraphs 1.01 and 1.04 hereof, shall be held to be invalid by a court of competent jurisdiction, this Agreement shall be interpreted as if such invalid provision were not contained herein.
- f. Waiver. If DSS should waive or choose not to enforce any provision of this Agreement, such waiver shall not bar subsequent enforcement of said provision by DSS at a later time.
- g. Binding Effect. This Agreement is binding upon and inures to the benefit of the parties hereto, their heirs, executors, administrators, employees, legal representatives, agents, successors and assigns.
- h. Notices. Any notice provided hereunder shall be sent by certified mail, return receipt requested, to the address of the recipient set forth herein and shall be effective upon receipt.

**Exhibit A**

**Delaware County  
Economic Development Department**

**Duties of economic Development Consultant:** The Economic Development Consultant is responsible for promoting and facilitating expansion of the county's economic base in order to realize increase tax base and employment opportunities. Consultant reports to the County Administrator.

-Promotes and facilitates expansion of the County's economic base in order to realize increase tax base and

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 5, 2008

- employment opportunities;
- Structuring of economic development financing, grant, and/or tax incentive programs to facilitate the development of business and industrial parks;
  - Coordinating the activities with state participation in CDBG programs; and
  - Preparing and approving all compliance reporting associated with the County’s economic development programs.
  - Knowledge of and ability to: recruit, interview, and counsel; apply effective supervisory skills to direct, motivate, develop and manage subordinate personnel.
- Job Standards:** Bachelor’s degree and post graduate degree in related field plus documented successful related work experience demonstrating competence in economic development.
- Must have a valid Drivers License and acceptable driving record. Must meet and maintain qualifications for driving on County business at all times. All required licenses and certifications must be maintained as a continued condition of employment.

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

RESOLUTION NO. 08-502

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD MAY 1, 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 May 1, 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. 08-503

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0502 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0502:

It was moved by Mr. Evans, seconded by Mr. Ward to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0502, memo transfers in batch numbers MTAPR0502 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
<b>PO's</b>			
Excel Management	Voice & Data Willis	40411412-5410	\$ 33,800.21
<b>Increases</b>			
Jobs for Ohio Grads	Job and Family Services Program	22311611-5348	\$ 50,000.00
Suburban Natural Gas	Utility	66290402-5338	\$ 8,000.00
Certified Oil	Job and Family Services Program	22511607-5355	\$ 5,000.00
Certified Oil	Job and Family Services Program	22411601-5355	\$ 5,000.00
Rosemont Center	Residential Treatment	22511607-5342	\$ 18,200.00
<b>Vouchers</b>			
Kokomo	Residential Treatment	22511607-5342	\$ 6,045.00
Kindercare	Day Care	22411610-5348	\$ 7,991.78
Noahs Ark	Day Care	22411610-5348	\$ 7,263.08
Noah’s Ark	Day Care	22511607-5348	\$ 1,738.32
Kindercare	Day Care	22411610-5348	\$ 35,081.01
Kindercare	Day Care	22511607-5348	\$ 1,563.87
Rosemont Center	Residential Treatment	22511607-5342	\$ 18,360.00
Delaware Area Career Center	Able Program	22411601-5348	\$ 8,640.55
Beech Brook	Residential Treatment	22511607-5342	\$ 5,534.94
BP Products	Gasoline	10011106-5228	\$ 21,458.17
Beems BP	Walker Woods Gasoline	10011106-5228	\$ 11,709.56
Farm Plan	Diesel Fuel Medic Trucks	10011303-5228	\$ 5,997.45
<b>Memo Transfers</b>			
<b>From</b>	<b>To</b>		

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 5, 2008

Job & Family Services	Commissioners					
22411605-5380	10011101-4231	Indirect Cost	March	\$	29,628.25	
22411605-5380	10011101-4231	Indirect Cost	April	\$	29,628.25	
Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Aye

RESOLUTION NO. 08-504

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 Jeffrey Bessinger attend a 3 Day Training Seminar on Street Crimes at Americans Best Value Inn May 19-21, 2008, at the cost of \$105.00.

The Sheriff’s Office is requesting that Scott Gaines attend a Financial Investigative Techniques Training in Summit County May 12-14, 2008, at the cost of \$277.52.

The Sheriff’s Office is requesting that Valerie Hooper attend a Two Days In May Seminar in Akron, Ohio May 12-13, 2008, at the cost of \$95.00.

Juvenile Court is requesting that Judge Spicer attend a Judicial College Training in Columbus, Ohio May 30, 2008, at the cost of \$65.00.

Juvenile Court is requesting that Judge Spicer attend the 2008 Annual Ohio Association of Probate and Juvenile Judges Seminar in Canton, Ohio June 9-12, 2008, at the cost of \$772.82.

Juvenile Court is requesting that Katherine Murray attend a National Forum on Children and Families in the Courts in Philadelphia, Pennsylvania April 29-May 2, 2008, at the cost of \$1,425.49.

The Child Support Enforcement Agency is requesting that Joyce Rhodes attend a 2008 Spring Grads Advisory Meeting in Delaware, Ohio May 6, 2008, at no cost.

The Administrative Services Department is requesting that Brad Euans and Gina Fasone attend a Civil Services Law Seminar in Columbus, Ohio May 21, 2008, at the cost of \$150.00.

The Department of Job and Family Services is requesting that Jacqueline Schonauer attend a GMIS Program Training in Columbus, Ohio May 1, 2008, at the cost of \$21.60.

Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Aye
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RESOLUTION NO. 08-505

IN THE MATTER OF APPROVING TUITION ASSISTANCE REQUEST:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the Tuition Assistance requests as follows:

Amy Compton	1 Class	Tuition \$440.00	Books	\$136.45
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Delaware County will reimburse an employee up to 90% for actual course tuition and required lab fee costs and 50% of the required book costs, not to exceed \$2,500 in total reimbursable expenses annually (review Section 4.0 for specific items). The employee shall provide proof of full payment before reimbursement is processed.

Vote on Motion	Mr. Ward	Aye	Mr. Jordan	Aye	Mr. Evans	Aye
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RESOLUTION NO. 08-506

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

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

Permit #	Applicant	Location	Type of Work
U08-023	WIDE OPEN WEST	OAK CREEK EAST SUBDIVISION	PLACE CABLE IN ROW
U08-024	AT&T	RED BANK ROAD	PLACE CABLE IN ROW
U08-025	VERIZON	CHESHIRE ROAD	PLACE CABLE IN ROW

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 5, 2008

U08-026	WIDE OPEN WEST	WALKER WOODS SUBDIVISION	PLACE CABLE IN ROW
U08-027	AEP	ORANGE CENTRE DR	DIRECTIONAL BORE (2) CONDUITS
U08-028	EMBARQ	WILSON ROAD BRIDGE	RELOCATE AERIAL & BURIED FACILITIES
U08-029	FIBERTECH	POLARIS PARKWAY	INSTALL & BORE FIBER CABLE
U08-031	WOW	NORTHPOINT MEADOWS SUBDIVISION	PLACE CABLE IN ROW
U08-032	WOW	WILSHIRE SUBDIVISION	PLACE CABLE IN ROW
U08-033	WOW	GLEN OAK SUBDIVISION	PLACE CABLE IN ROW
U08-034	CONSOLIDATED ELECTRIC	WILSON ROAD BRIDGE	REPLACE POLES
U08-035	FIBERTECH	E. ORANGE ROAD	INSTALL & TRENCH FIBER CABLE

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

RESOLUTION NO. 08-507

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES CONTRACT WITH DLZ OHIO, INC.  
FOR CONSTRUCTION MONITORING, TESTING AND ENGINEERING SERVICES:

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

CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES

**Construction Monitoring, Material Testing and Engineering Services**

Section 1 – Parties to the Agreement

Agreement made and entered into this 5<sup>th</sup> day of May, 2008 by and between the **Delaware County Board of Commissioners**, Delaware County, Ohio (“County”), and the firm of **DLZ Ohio, Inc. a 6121 Huntley Road, Columbus, Ohio 43229** (“Consultant”).

Section 2 – Contract Administrator

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

Section 3 – Scope of Work

Consultant agrees to furnish, unto the County, professional Construction Monitoring, Material Testing and Engineering Services for the 2008 and 2009 construction season, including the work specifically itemized in Construction Inspection Contract Unit Prices (EXHIBIT A) dated February 12, 2008, by this reference hereby made part of this Contract. Consultant further agrees to perform said work promptly, in a skillfully and competent manner in accordance with the standards applicable to this work, and under the direction of the Delaware County Engineer.

Section 4 – Compensation

Payment shall be based on a Fee Proposal submitted by the Consultant dated February 12, 2008, by this reference made a part of this contract, to be paid to the Consultant as specified hereinafter.

Section 5 – Payment

Compensation shall be paid based on work performed verified by The Delaware County Engineer, made no more than once per month. Estimates shall be submitted by the Consultant, on company letterhead clearly listing the words “Invoice # \_\_\_” and shall be reviewed and approved by the County Engineer. Consultant shall not commence any task listed in the Fee Proposal until authorization for such work is provided by the County.

Section 6 – Completion of Work

All work associated with the Contract, in accordance with Section 3 above, shall be through December 31, 2009.

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 5, 2008**

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**Section 7 – Insurance**

- 7.1 General Liability Coverage: Consultant shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence with an annual aggregate of not less than \$2,000,000, including coverage for subcontractors, if any.
- 7.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles.
- 7.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio.
- 7.4 Professional Liability Insurance: Consultant hereby agrees to acquire and maintain professional liability insurance for at least five (5) years after completion of this contract or December 31, 2016, whichever comes first, against the Consultant's negligent acts, errors, and omissions through a company licensed to do business in the State of Ohio for no less than One Million Dollars (\$1,000,000).
- 7.5 Additional Insureds: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1, 7.2, 7.3, and 7.4.
- 7.6 Proof of Insurance: Prior to the commencement of any work under this Agreement, Consultant shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

**Section 8 – Indemnification**

The Consultant shall indemnify and hold free and harmless the County, its officials, Commissioners and employees from any and all claims for loss, damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the proportionate extent caused by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

**Section 9 – Termination of Contract**

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

**Section 10 – Miscellaneous Terms & Conditions**

- 10.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.
- 10.2 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 10.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 10.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 10.5 Waivers: No waiver of breach of any provision of this Contract shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Contract or any other provision hereof. No term or provision of this Contract shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

- 10.10 Campaign Finance – Compliance with R.C. 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no agency or department of this state or any political subdivision shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the contract includes a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Consultant, therefore, is required to complete the attached certificate/affidavit entitled “Certification/Affidavit in Compliance With O.R.C. Section 3517.13.” **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part of this Contract.

## ROADWAY CONSTRUCTION, RE-CONSTRUCTION, IMPROVEMENT, MAINTENANCE AND REPAIR



COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 5, 2008

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

PREAMBLE

**WHEREAS**, the Board of Delaware County Commissioners (“Board”) deems it necessary to construct re-construct, improve, maintain and repair the roadway at the intersection of Home Road and Liberty Road in Liberty Township, Delaware County, Ohio (“Improvement”); and,

**WHEREAS**, the Board has determined the necessity for such Improvement and the necessity that such Improvement be made; and,

**WHEREAS**, the Board has determined that additional land is necessary for such Improvement.

RESOLUTION

**NOW THEREFORE, BE IT RESOLVED**, by the Board of Delaware County Commissioners (the "Board"):

**SECTION 1:**

That it is deemed necessary and it is hereby declared to be the intention of the Board to appropriate right-of-way in fee simple (Parcel 26 WD) and a temporary easement (Parcel 26 T) on, across, above, and or under certain real estate owned by Jennifer L. Davis, described in Exhibit “A” attached hereto, and by this reference incorporated herein, for roadway construction re-construction, improvement, maintenance and repair purposes at the intersection of Home Road and Liberty Road in Liberty Township, Delaware County, Ohio.

**SECTION 2:**

That the legal description of said right-of-way in fee simple (Parcel 26 WD) and a temporary easement (Parcel 26 T) are attached hereto as Exhibit “B” and by this reference incorporated herein; and,

**SECTION 3:**

That the County Administrator be and is hereby authorized to cause written notice of the passage of this Resolution to be given to the owner and any other persons having an interest of record in the herein described property or to their authorized agents. Such notices shall be served and return made in the manner provided for the service and return of summons in civil actions. If such owner, persons or agents cannot be found, notice shall be given by publication once each week for three consecutive weeks in the Delaware Gazette; and,

**SECTION 4:**

That the Board directs the County Prosecuting Attorney to commence the appropriation proceedings on behalf of the Board; and,

**SECTION 5:**

This Resolution shall take effect and be in force immediately upon passage.

(COPIES OF EXHIBITS “A” AND “B” ARE AVAILABLE IN THE DELAWARE COUNTY ENGINEER’S DEPARTMENT.)

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

**RESOLUTION NO. 08-509**

**IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDER BUCKEYE VALLEY/SACC:**

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

**BASIC RATES**

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

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

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 5, 2008

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

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

Child Care Provider		Full	Part Time	Hourly
Buckeye Valley/Sacc 679 Coover Rd. Delaware, Oh 43015	<b>School Year (K-5)</b>			
	AM Only	\$ 36.00	\$ 36.00	\$5.47
	PM Only	\$ 36.00	\$ 36.00	\$5.47
	AM and PM	\$ 66.00	\$ 66.00	\$5.47
	<b>Kindergarten Only</b>			
	AM & PM	\$ 76.00	\$ 76.00	\$5.47
	6:30 – 3:40			
	Or			
	6:30 – 1 pm	\$ 66.00	\$ 66.00	\$5.47
	9:15 – 1:00			
	or			
	11:45 -3:40 pm	\$ 56.00	\$ 56.00	\$5.47
	9:15 – 6:30			
	or			
	11:45 – 6:30pm	\$ 66.00	\$ 66.00	\$5.47
	<b>Summer Program</b>	\$ 66.00	\$ 66.00	\$5.47
	School Age	\$110.00	\$104.31	\$6.40

(A Copy of this contact 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. 08-510**

**IN THE MATTER OF APPROVING THE DELAWARE COUNTY FAMILY & CHILDREN FIRST COUNCIL  
GRANT AGREEMENT FOR OHIO CHILDREN'S TRUST FUND SFY 08 WITH ACTION FOR CHILDREN:**

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

**Delaware County Family & Children First Council  
Grant Agreement for Ohio Children’s Trust Fund SFY 08  
With Action for Children**

This Grant Agreement is entered into by and between Family & Children First Council (FCFC) and Action for Children (Agency) this 9<sup>th</sup> day of April, 2008.

**Term:** This Grant Agreement between FCFC and the Agency is for the time period of July 1, 2007 through June 30, 2008.

**Amount and Terms of Payment of Grant Award:** The total amount of the Grant Award to the Agency for State Fiscal Year 2008 (SFY 08) is \$7,526.62, payable as follows:

Upon receipt of this signed agreement, FCFC will release 50% of the monies to the Agency, being \$3,763.31. On or about March 1, 2008 or upon receipt by the FCFC of the Ohio Children’s Trust Fund (OCTF) monies from the state, whichever is later, and when a quarterly invoice is submitted to FCFC, 30% of the award will be released to the Agency, being \$2,257.99. On or about July 30, 2008, or upon receipt of the Agency’s submission of the Annual Report showing evidence of satisfactory achievement of the service deliverables, and when an invoice for the balance of the reward is received, the final 20% of the award, being \$1,505.32 will be released to the Agency provided that all service delivery and reporting requirements have been met.

**Service delivery:** Agency will provide the services described below. The Agency is expected to achieve no less than 40% of service delivery by December 31, 2007 and no less than 90% service delivery by June 30, 2008. Service delivery and budget details are further described in the grant application, attached to this Grant Agreement. Said attachment(s) further describing the service delivery and budget are by this reference incorporated herein and are hereby deemed to be part of this Grant Agreement as if fully set forth herein.

**Deliverable #1:** Provide six (6)-session series of parent education classes based on the TAPP curriculum four (4) times per year. Each series will serve ten (10) parents (or those in a parental role) of children aged seventeen (17)

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 5, 2008**

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and under.

Unit of service = one (1) parent attending one (1) class session

Projected units of service = 192 units (80% of potential)

**Reporting requirements:** Quarterly Fiscal Reports as well as quarterly invoices for services provided are due October 2007, January 10, 2008, April 10, 2008 and July 10, 2008. A Semi-Annual Program Report is due January 10, 2008 and an Annual Report is due July 10, 2008.

**Indemnity/Insurance:**

A. To the fullest extent of the law, Agency agrees to indemnify and hold the Delaware County Board of County Commissioners ("Board"), the Delaware County Department of Job and Family Services ("DCDJFS"), FCFC, and Delaware County and their respective boards, officers, officials, employees, volunteers, agents, servants and representatives (collectively "Indemnified Parties") 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 promptly retaining defense counsel to represent the Indemnified Parties, defending and protecting the same, and paying any and all attorney's fees, costs, and expenses, arising from any accident or occurrence, intentional or unintentional, related in any manner to Agency's performance of this Grant Agreement. The Agency further agrees that it shall undertake to defend, at its own expense, any and all actions, claims, suits, or demands brought against the Indemnified Parties by reason of or result of the Agency's performance under this Grant 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.

B. The Agency agrees to indemnify and hold the Indemnified Parties 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 disclosure of confidential information, intentional or unintentional, or any other such lawsuits or regulatory actions arising from any sharing, intentional or unintentional, of confidential information. For purposes of this section, "confidential information" is defined as any information that may personally identify any person, client, or individual that potentially and/or does receive services provided under this Grant Agreement, unless such person, client, and/or individual, or if a minor, the minor's parent or guardian, agrees in writing to the release of such information.

C. The Agency shall assume full responsibility for and shall indemnify the Board, DCDJFS, FCFC, and Delaware County for any damage to or loss of any Board, DCDJFS, FCFC, 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 the Agency or any board, officer, official, employee, volunteer, agent, servant, or representative of the Agency.

D. The Agency shall present current certificates of insurance prior to commencement of this Grant Agreement, and shall maintain during the term of this Grant 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. Umbrella or Excess Liability insurance (over and above Commercial General Liability) with a limit of at least \$2,000,000.
- d. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of the Board, DCDJFS, FCFC, and/or Delaware County, or its departments, 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.
- e. The DCDJFS, FCFC, and the Board of Delaware County Commissioners must be named as "Additional Insured" on the policies listed in paragraphs b, c, and d above.

**Independent Contractor:**

The Agency shall act in performance of this Grant Agreement as an Independent Contractor. As an independent contractor, the Agency and/or its board, officers, officials, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Board, DCDJFS, FCFC, and Delaware County.

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 5, 2008**

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**Termination for Convenience/Cause:**

A. Termination for the Convenience

Either party may terminate this Grant Agreement at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the other party. The Agency shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

B. Breach or Default of Contract

Upon breach or default of any of the provisions, obligations, or duties embodied in this Grant Agreement, 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 Grant 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, the Agency 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 the Agency or the FCFC fails to perform an obligation or obligations under this Grant 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 FCFC shall be authorized in writing and signed by an authorized FCFC representative.

C. Loss of Funding

It is understood by the Agency that availability of funds for this Grant Agreement and thus this Grant Agreement is contingent on appropriations made by the Local, State and/or Federal government. In the event that the Local, State and/or Federal reimbursement is no longer available to the FCFC, the Agency understands that changes and/or termination of this Grant Agreement will be required and necessary. Such changes and/or termination will be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by the FCFC.

**Compliance with Requirements of Ohio Children's Trust Fund (OCTF):**

The Agency agrees to comply with requirements of the Ohio Children's Trust Fund (OCTF) and to use monies awarded only to support primary and secondary child abuse/neglect prevention efforts as approved in the grant application and/or written addendum. Said grant application and/or written addendum are by this reference incorporated herein and are hereby deemed to be part of this Grant Agreement as if fully set forth herein.

OCTF monies will not be targeted to families or individuals case managed by the DCDJFS or any public children services agency, nor will they be used to supplant existing funding.

Non-compliance or unsatisfactory achievement of above specified service units may result in reduced funding or cancellation of this award.

**Civil Rights:** The Agency understands and agrees that, as a condition of this Grant Agreement, there shall be no discrimination against any person, client, individual, and/or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation and/or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the Agency will comply with all federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Grant Agreement. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Grant Agreement.

**Accessibility of Programs to the Disabled/Handicapped:** The Agency agrees as a condition of this Grant Agreement to make all services and/or programs provided pursuant to this Grant Agreement accessible to the disabled/handicapped. The Agency further agrees as a condition of this Grant Agreement to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Grant Agreement.

**DMA Form Statement:** The Agency 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, the Agency agrees to make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Grant Agreement is contingent upon full completion of such

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 5, 2008

certificate and “No” being the response to all questions in the Declaration portion of the certificate. Such certification is attached to this Grant Agreement and by this reference made a part of this Grant Agreement.

CAMPAIGN FINANCE – COMPLIANCE WITH ORC § 3517.13

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

**Findings for Recovery:** The Agency certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

Notices:

All notices which may be required by this Grant Agreement or by operation of any rule of law shall be sent via certified mail or personally delivered to the following individuals at the following addresses and shall be effective on the date received :

Agency:	FCFC:
Name: _____	Jackie Schonauer
Address: _____	Delaware County Family and Children First Council
City/State/Zip: _____	140 N. Sandusky St., 2 <sup>nd</sup> Floor Delaware, Ohio 43015

**Governing Law:** This Grant 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 Grant Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

**Severability:** If any item, condition, portion, or section of this Grant 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 Grant Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with.

**Entire Agreement:** This Grant Agreement, along with all of its Attachments, shall constitute the entire understanding and agreement between the FCFC and the Agency, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

**Authority to Sign:** The Agency states and agrees that the individual(s) who, on behalf of the Agency, have reviewed this Grant Agreement and effectuate this Grant Agreement by attaching their signatures below are officers of the Agency and are authorized to and have authority to enter this Grant Agreement on behalf of the Agency and by so signing have authority to bind and does bind the Agency to any and all terms of this Grant Agreement.

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

RESOLUTION NO. 08-511

IN THE MATTER OF APPROVING THE DELAWARE COUNTY FAMILY & CHILDREN FIRST COUNCIL  
GRANT AGREEMENT FOR OHIO CHILDREN'S TRUST FUND SFY 08 WITH HELPLINE OF DELAWARE  
AND MORROW COUNTIES, INC.:

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

Delaware County Family & Children First Council  
Grant Agreement for Ohio Children’s Trust Fund SFY 08  
With HelpLine of Delaware and Morrow Counties, Inc.

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 5, 2008**

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This Grant Agreement is entered into by and between Family & Children First Council (FCFC) and HelpLine of Delaware and Morrow Counties, Inc. (Agency) this 9<sup>th</sup> day of April, 2008.

**Term:** This Grant Agreement between FCFC and the Agency is for the time period of July 1, 2007 through June 30, 2008.

**Amount and Terms of Payment of Grant Award:** The total amount of the Grant Award to the Agency for State Fiscal Year 2008 (SFY 08) is \$17,503.38, payable as follows:

Upon receipt of this signed agreement, FCFC will release 50% of the monies to the Agency, being \$8,751.69. On or about March 1, 2008 or upon receipt by the FCFC of the Ohio Children's Trust Fund (OCTF) monies from the state, whichever is later, and when a quarterly invoice is submitted to FCFC, 30% of the award will be released to the Agency, being \$5,251.01. On or about July 30, 2008, or upon receipt of the Agency's submission of the Annual Report showing evidence of satisfactory achievement of the service deliverables, and when an invoice for the balance of the reward is received, the final 20% of the award, being \$3,500.68, will be released to the Agency provided that all service delivery and reporting requirements have been met.

**Service delivery:** Agency will provide the services described below. The Agency is expected to achieve no less than 40% of service delivery by December 31, 2007 and no less than 90% service delivery by June 30, 2008. Service delivery and budget details are further described in the grant application attached to this Grant Agreement. Said attachment(s) further describing the service delivery and budget are by this reference incorporated herein and are hereby deemed to be part of this Grant Agreement as if fully set forth herein.

**Deliverable #1:** HelpLine Prevention Team staff members and former CAP volunteers who are interested will receive training in Dayton, Ohio in September of 2007 to be certified to deliver the "Stewards of Children" program.

"Stewards of Children" program is a national evidence-based child sexual abuse prevention program developed by Darkness to Light ([www.darkness2light.org](http://www.darkness2light.org)). "Stewards of Children" is an effective sexual abuse prevention training program that educates adults to prevent, recognize, and react responsibly to child sexual abuse and motivates them to courageous action. The "Stewards of Children" program is developed by Darkness to Light, a national child sexual abuse prevention organization based in Charleston. Trained staff and volunteers will then provide the Stewards training to adults who have direct and routine responsibility for the well-being of children and/or adolescents. We will focus recruiting for the Stewards training sessions on a cross-community representation of staff, volunteers and parents who are affiliated with community-based youth programs, schools, and faith communities in our County.

Unit of service = 1 (one) staff attending 1 (one) training

Units planned = 6 (six) units

**Deliverable #2:** HelpLine's trained facilitators will then deliver "Stewards of Children" program training to one hundred (100) adults through at least eight (8) programs.

HelpLine staff will identify Delaware County community partners interested in scheduling "Stewards of Children" training. HelpLine will target scheduling training at schools, organizations and faith communities that have direct contact with youth. HelpLine has already engaged in preliminary discussions with the Delaware City Schools to implement "Stewards of Children" training with all parents who volunteer in the district.

Unit of service = 1 (one) staff attending 1 (one) training

Units planned = 100 (one hundred) units

**Reporting requirements:** Quarterly Fiscal Reports as well as quarterly invoices for services provided are due October 2007, January 10, 2008, April 10, 2008 and July 10, 2008. A Semi-Annual Program Report is due January 10, 2008 and an Annual Report is due July 10, 2008.

**Indemnity/Insurance:**

A. To the fullest extent of the law, Agency agrees to indemnify and hold the Delaware County Board of County Commissioners ("Board"), the Delaware County Department of Job and Family Services ("DCDJFS"), FCFC, and Delaware County and their respective boards, officers, officials, employees, volunteers, agents, servants and representatives (collectively "Indemnified Parties") 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 promptly retaining defense counsel to represent the Indemnified Parties, defending and protecting the same, and paying any and all attorney's fees, costs, and expenses, arising from any accident or occurrence, intentional or unintentional, related in any manner to Agency's performance of this Grant Agreement. The Agency further agrees that it shall undertake to defend, at its own expense, any and all actions, claims, suits, or demands brought against the Indemnified Parties by reason of or result of the Agency's performance under this Grant Agreement, and to pay, settle, compromise and procure

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 5, 2008**

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the discharge of any and all judgments, damages, losses, costs, and expenses, including, but not limited to attorney's fees.

B. The Agency agrees to indemnify and hold the Indemnified Parties 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 disclosure of confidential information, intentional or unintentional, or any other such lawsuits or regulatory actions arising from any sharing, intentional or unintentional, of confidential information. For purposes of this section, "confidential information" is defined as any information that may personally identify any person, client, or individual that potentially and/or does receive services provided under this Grant Agreement, unless such person, client, and/or individual, or if a minor, the minor's parent or guardian, agrees in writing to the release of such information.

C. The Agency shall assume full responsibility for and shall indemnify the Board, DCDJFS, FCFC, and Delaware County for any damage to or loss of any Board, DCDJFS, FCFC, 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 the Agency or any board, officer, official, employee, volunteer, agent, servant, or representative of the Agency.

D. The Agency shall present current certificates of insurance prior to commencement of this Grant Agreement, and shall maintain during the term of this Grant Agreement, the insurance and bonds specified below:

- f. 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.)
- g. 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.
- h. Umbrella or Excess Liability insurance (over and above Commercial General Liability) with a limit of at least \$2,000,000.
- i. Auto Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work of the Board, DCDJFS, FCFC, and/or Delaware County, or its departments, 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.
- j. The DCDJFS, FCFC, and the Board of Delaware County Commissioners must be named as "Additional Insured" on the policies listed in paragraphs b, c, and d above.

**Independent Contractor:**

The Agency shall act in performance of this Grant Agreement as an Independent Contractor. As an independent contractor, the Agency and/or its board, officers, officials, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Board, DCDJFS, FCFC, and Delaware County.

**Termination for Convenience/Cause:**

**A. Termination for the Convenience**

Either party may terminate this Grant Agreement at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the other party. The Agency shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

**B. Breach or Default of Contract**

Upon breach or default of any of the provisions, obligations, or duties embodied in this Grant Agreement, 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 Grant 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, the Agency 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 the Agency or the FCFC fails to perform an obligation or obligations

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 5, 2008**

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under this Grant 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 FCFC shall be authorized in writing and signed by an authorized FCFC representative.

**C. Loss of Funding**

It is understood by the Agency that availability of funds for this Grant Agreement and thus this Grant Agreement is contingent on appropriations made by the Local, State and/or Federal government. In the event that the Local, State and/or Federal reimbursement is no longer available to the FCFC, the Agency understands that changes and/or termination of this Grant Agreement will be required and necessary. Such changes and/or termination will be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by the FCFC.

**Compliance with Requirements of Ohio Children's Trust Fund (OCTF):**

The Agency agrees to comply with requirements of the Ohio Children's Trust Fund (OCTF) and to use monies awarded only to support primary and secondary child abuse/neglect prevention efforts as approved in the grant application and/or written addendum. Said grant application and/or written addendum are by this reference incorporated herein and are hereby deemed to be part of this Grant Agreement as if fully set forth herein.

OCTF monies will not be targeted to families or individuals case managed by the DCDJFS or any public children services agency, nor will they be used to supplant existing funding.

Non-compliance or unsatisfactory achievement of above specified service units may result in reduced funding or cancellation of this award.

**Civil Rights:** The Agency understands and agrees that, as a condition of this Grant Agreement, there shall be no discrimination against any person, client, individual, and/or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation and/or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the Agency will comply with all federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Grant Agreement. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Grant Agreement.

**Accessibility of Programs to the Disabled/Handicapped:** The Agency agrees as a condition of this Grant Agreement to make all services and/or programs provided pursuant to this Grant Agreement accessible to the disabled/handicapped. The Agency further agrees as a condition of this Grant Agreement to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Grant Agreement.

**DMA Form Statement:** The Agency 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, the Agency agrees make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Grant 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 Grant Agreement and by this reference made a part of this Grant Agreement.

**CAMPAIGN FINANCE – COMPLIANCE WITH ORC § 3517.13**

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

**Findings for Recovery:** The Agency certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

**Notices:**



COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 5, 2008

All notices which may be required by this Grant Agreement or by operation of any rule of law shall be sent via certified mail or personally delivered to the following individuals at the following addresses and shall be effective on the date received :

Agency:	FCFC:
Name: _____	Jackie Schonauer
Address: _____	Delaware County Family and Children First Council
City/State/Zip: _____	140 N. Sandusky St., 2 <sup>nd</sup> Floor Delaware, Ohio 43015

**Governing Law:** This Grant 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 Grant Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

**Severability:** If any item, condition, portion, or section of this Grant 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 Grant Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with.

**Entire Agreement:** This Grant Agreement, along with all of its Attachments, shall constitute the entire understanding and agreement between the FCFC and the Agency, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

**Authority to Sign:** The Agency states and agrees that the individual(s) who, on behalf of the Agency, have reviewed this Grant Agreement and effectuate this Grant Agreement by attaching their signatures below are officers of the Agency and are authorized to and have authority to enter this Grant Agreement on behalf of the Agency and by so signing have authority to bind and does bind the Agency to any and all terms of this Grant Agreement.

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

RESOLUTION NO. 08-512

IN THE MATTER OF APPROVING THE DELAWARE COUNTY FAMILY & CHILDREN FIRST COUNCIL  
GRANT AGREEMENT FOR OHIO CHILDREN'S TRUST FUND SFY 08 WITH THE DELAWARE GENERAL  
HEALTH DISTRICT:

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

Delaware County Family & Children First Council  
Grant Agreement for Ohio Children's Trust Fund SFY 08  
With Delaware General Health District

This Grant Agreement is entered into by and between Family & Children First Council (FCFC) and Delaware General Health District (Agency) this 9<sup>th</sup> day of April, 2008.

**Term:** This Grant Agreement between FCFC and the Agency is for the time period of July 1, 2007 through June 30, 2008.

**Amount and Terms of Payment of Grant Award:** The total amount of the Grant Award to the Agency for State Fiscal Year 2008 (SFY 08) is \$12,193.86, payable as follows:

Upon receipt of this signed agreement, FCFC will release 50% of the monies to the Agency, being \$6,096.93. On or about March 1, 2008 or upon receipt by the FCFC of the Ohio Children's Trust Fund (OCTF) monies from the state, whichever is later, and when a quarterly invoice is submitted to FCFC, 30% of the award will be released to the Agency, being \$3,658.16. On or about July 30, 2008 or upon receipt of the Agency's submission of the Annual Report showing evidence of satisfactory achievement of the service deliverables, and when an invoice for the balance of the reward is received, the final 20% of the award (\$2,438.77) will be released to the Agency provided that all service delivery and reporting requirements have been met.

**Service delivery:** Agency will provide the services described below. The Agency is expected to achieve no less than 40% of service delivery by December 31, 2007 and no less than 90% service delivery by June 30, 2008. Service delivery and budget details are further described in the grant application, attached to this Grant Agreement. Said attachment(s) further describing the service delivery and budget are by this reference incorporated herein and are

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 5, 2008**

---

hereby deemed to be part of this Grant Agreement as if fully set forth herein.

**Deliverable #1:** The Family Support Specialist will develop and mail a quarterly newsletter called “Parent Pages” to every family enrolled in the Help Me Grow program.

Unit of service = 1 (one) family receiving 1 (one) newsletter.

Projected units of service = 1600 units

**Deliverable #2:** The Family Support Specialist will continue to organize and promote the Down Syndrome and Autism support groups. These support groups will be offered on a monthly basis in locations determined by each support group.

Unit of Service = 1 (one) support group meeting

Projected units of service = 24 (twenty-four) support group meetings

**Reporting Requirements:**

Quarterly Fiscal reports as well as quarterly invoices for services provided are due October 2007, January 10, 2008, April 10, 2008, and July 10, 2008. A Semi-Annual Program report is due January 10, 2008 and an Annual Report is due July 10, 2008.

**Parties Responsible For Their Own Actions:**

Both the Agency and FCFC, as governmental entities, lack authority to indemnify. As such, the Agency and FCFC, agree to be and shall be responsible for their own actions resulting from their performance of and/or provision of services under this Grant Agreement. Therefore, the Agency and FCFC agree to be individually and solely responsible for any and all liability, loss, damage, and/or related expenses that each may incur as a result of their own actions in the performance of and/or provision of services under this Grant Agreement.

**Independent Contractor:**

The Agency shall act in performance of this Grant Agreement as an Independent Contractor. As an independent contractor, the Agency and/or its board, officers, officials, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Delaware County Board of County Commissioners, DCDJFS, FCFC, and Delaware County.

**Termination for Convenience/Cause:**

A. Termination for the Convenience

Either party may terminate this Grant Agreement at any time and for any reason by giving at least seven (7) days advance notice, in writing, to the other party. The Agency shall be entitled to receive compensation for any services satisfactorily performed hereunder through the date of termination.

B. Breach or Default of Contract

Upon breach or default of any of the provisions, obligations, or duties embodied in this Grant Agreement, 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 Grant 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, the Agency 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 the Agency or the FCFC fails to perform an obligation or obligations under this Grant 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 FCFC shall be authorized in writing and signed by an authorized FCFC representative.

C. Loss of Funding

It is understood by the Agency that availability of funds for this Grant Agreement and thus this Grant Agreement is contingent on appropriations made by the Local, State and/or Federal government. In the event that the Local, State and/or Federal reimbursement is no longer available to the FCFC, the Agency understands that changes and/or termination of this Grant Agreement will be required and necessary. Such changes and/or termination will be effective on the date that the Local, State and/or Federal reimbursement is no longer

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 5, 2008

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available, or later as otherwise stipulated in writing by the FCFC.

**Compliance with Requirements of Ohio Children’s Trust Fund (OCTF):**

The Agency agrees to comply with requirements of the Ohio Children’s Trust Fund (OCTF) and to use monies awarded only to support primary and secondary child abuse/neglect prevention efforts as approved in the grant application and/or written addendum. Said grant application and/or written addendum are by this reference incorporated herein and are hereby deemed to be part of this Grant Agreement as if fully set forth herein.

OCTF monies will not be targeted to families or individuals case managed by the DCDJFS or any public children services agency, nor will they be used to supplant existing funding.

Non-compliance or unsatisfactory achievement of above specified service units may result in reduced funding or cancellation of this award.

**Civil Rights:** The Agency understands and agrees that, as a condition of this Grant Agreement, there shall be no discrimination against any person, client, individual, and/or any employee because of race, color, sex, religion, national origin, handicap, sexual orientation and/or any other factor as specified in Title VI of the Civil Rights Act of 1964, Rehabilitation Act of 1973, and subsequent amendments. It is further agreed that the Agency will comply with all federal and state laws regarding such discrimination and the right to and method of appeal will be made available to all persons under this Grant Agreement. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Grant Agreement.

**Accessibility of Programs to the Disabled/Handicapped:** The Agency agrees as a condition of this Grant Agreement to make all services and/or programs provided pursuant to this Grant Agreement accessible to the disabled/handicapped. The Agency further agrees as a condition of this Grant Agreement to comply with Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C 794), all requirements imposed by the applicable HHS regulations (45 CFR 8;4) and all guidelines and interpretations issued pursuant thereto. Any agency found to be out of compliance with this paragraph may be subject to investigation by the Office of Civil Rights of the Department of Health and Human Services and termination of this Grant Agreement.

**DMA Form Statement:** The Agency 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, the Agency agrees make such certification by completing the declaration of material assistance/nonassistance described in R.C. § 2909.33(A) and understands that this Grant 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 Grant Agreement and by this reference made a part of this Grant Agreement.

**Findings for Recovery:** The Agency certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

**Notices:**

All notices which may be required by this Grant Agreement or by operation of any rule of law shall be sent via certified mail or personally delivered to the following individuals at the following addresses and shall be effective on the date received :

Agency:	FCFC:
Frances M. Veverka, MPH	Jackie Schonauer
Health Commissioner	Delaware County Family and
Delaware General Health District	Children First Council
1 West Winter Street	140 N. Sandusky St., 2 <sup>nd</sup> Floor
Delaware, Ohio 43015	Delaware, Ohio 43015

**Governing Law:** This Grant 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 Grant Agreement shall be filed in and heard before the courts of Delaware County, Ohio.

**Severability:** If any item, condition, portion, or section of this Grant 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 Grant Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with.

**Entire Agreement:** This Grant Agreement, along with all of its Attachments, shall constitute the entire

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 5, 2008

understanding and agreement between the FCFC and the Agency, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.

**Authority to Sign:** The Agency states and agrees that the individual(s) who, on behalf of the Agency, have reviewed this Grant Agreement and effectuate this Grant Agreement by attaching their signatures below are officers of the Agency and are authorized to and have authority to enter this Grant Agreement on behalf of the Agency and by so signing have authority to bind and does bind the Agency to any and all terms of this Grant Agreement.

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

RESOLUTION NO. 08-513

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR JOB AND FAMILY SERVICES FOR CHILD CARE:

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

Supplemental Appropriation

22411610-5348                                      Child Care/Client Services                                      \$                      500,000.00

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

RESOLUTION NO. 08-514

IN THE MATTER OF AUTHORIZING A RESOLUTION SUPPORTING AN APPLICATION FOR ASSISTANCE UNDER THE OHIO JOB READY SITES PROGRAM TO BE SUBMITTED BY THE CITY OF DELAWARE, DELAWARE COUNTY, OHIO:

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

WHEREAS, the City of Delaware is authorizing the City Manager to file an application with the State of Ohio, Department of Development, for assistance under the Ohio Job Ready Sites Program; and

WHEREAS, the City of Delaware desires to participate in the Job Ready Sites program to receive financial assistance for certain improvements to the Delaware Commerce Hub South industrial park; and

WHEREAS, the Delaware County Board of Commissioners desires to support this application in order to promote the creation of new jobs in Delaware County.

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

Section 1. The Board hereby supports the City of Delaware’s application for assistance under the Ohio Job Ready Sites Program, in order to secure funding to extend water, sewer and fiber optic lines along Sawmill Parkway between Bunty Station Road and Section Line Road in the Delaware Commerce Hub South industrial area.

Section 2. Delaware County will initially fund the construction of Sawmill Parkway. The City of Delaware will reimburse Delaware County for their share of Sawmill Parkway within the corporate limits, subject to an approved agreement on cost sharing prior to construction.

Section 3. That this Resolution shall take effect and be in force immediately after its passage.

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

RESOLUTION NO. 08-515

IN THE MATTER OF GRANTING TO CONSUMERS GAS COOPERATIVE THE RIGHT TO LAY A NATURAL GAS PIPELINE SYSTEM IN HARLEM TOWNSHIP:

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

PIPE LINE RIGHT OF WAY AGREEMENT

FOR AND IN CONSIDERATION OF One Dollar, and other valuable consideration, receipt of which is hereby acknowledged, Board of Commissioners of Delaware County, 101 N. Sandusky Street, Delaware, Ohio 43015 (hereinafter called the Grantors), do hereby grant unto Consumers Gas Cooperative, 5772 Dressler Rd. NW, North Canton, OH 44720 (hereinafter called the Grantee) its heirs and assigns, the

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 5, 2008

right to lay a pipeline system over and the premises hereinafter described, and to maintain, operate, repair, replace and remove same, together with valves and other necessary appurtenances, on lands situated in Harlem Township, Delaware County, State of Ohio, and bounded now and/or formerly bounded and described as follows:

On the North by lands of Garee.

On the East by lands of Garee.

On the South by lands of Woodtown Road, Jackson.

On the West by lands of St Rt 605, Sherman.

said lands being in Section/Lot 17 Township Harlem T 3 N, Range R 16 W and containing 5.000 re (s), more or less. Tax parcel identification numbers 31612001020001

**NOW THEREFORE**, in consideration of \$ 1.00 (one) dollar, it is hereby agreed by and between parties hereto as follows:

Consumers Gas Cooperative will lay a natural gas pipeline system crossing Woodtown Road parallel to State Route 605 public road right of way and adjacent to the existing easement granted to United Telephone Company which declares an easement 10 feet wide from the easterly edge of the state roadway right of way (Volume 534 page 071), This pipeline is to continue within this new easement from Woodtown Road to the north property boundary with Garee.

In consideration for the right granted herein, Grantee hereby agrees to indemnify and save the Grantors, and its officials, employees and agents, free and harmless from any and all loss, damage or expense, including but not restricted to reasonable attorneys fees and court costs, arising from, caused by or incident or related to, injuries or damages to property (including property of Grantee) or persons or the death of any person or persons in the performance of their duties or otherwise caused in whole or in part by the negligent act or omission of the Grantee, or its official, employee, agents, or any other person for whose acts Grantee may be liable.

With the right of ingress and egress to and from the same, the said Grantors to fully use and enjoy the said premises, except for the purposes herein before granted to the said Grantee. Said pipe is to be buried so as to not interfere with the cultivation of the lands, and said Grantee to pay any damage which may rise to crops and fences from the laying, maintaining and operating of said pipeline; said damages, if not mutually agreed upon, to be ascertained and determined by three disinterested persons, one thereof to be appointed by the said Grantors, heirs, or assigns, one by the Grantee, its heirs or assigns, and the third by the two appointed as aforesaid, and the award of such three persons shall be final and conclusive.

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

**RESOLUTION NO. 08-516**

**IN THE MATTER OF AUTHORIZING THE USE OF A PROCUREMENT CARD FOR A SPECIFIC EXPENSE NOT DESIGNATED AND ABOVE THE LIMIT ESTABLISHED BY THE PROCUREMENT CARD POLICY:**

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

WHEREAS,                      pursuant the Ohio Revised Code Section 301.29, the Board of Commissioners of Delaware County by Resolution No. 04-1193 dated September 30<sup>th</sup>, 2004, adopted a policy for the use of County Procurement Cards, And;

WHEREAS,                      the appointing authority for the procurement card being the Board of Commissioners has adopted the procurement card policy for the use of the card to pay for specific classes of work related expenses, without submitting a monthly estimate of the expenses, pursuant ORC 301.29 (F)(2). And;

WHEREAS,                      the Ohio Bureau of Worker’s Compensation accepts electronic payments. And;

WHEREAS,                      the payment of Worker’s compensation is not a designated allowed expense and is over the spending and transaction limits as set by the Procurement Card Policy.

NOW THEREFORE BE IT RESOLVED,                      that the board of Commissioners of Delaware County, State of Ohio, authorize the use of the procurement card to be issued to Dawn Huston for the 2008 payments to the Ohio Bureau of Worker’s Compensation at a limit up to \$735,000 and with no other allowable expenses as set within the policy and all other policy spending limits restricted.

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 5, 2008

FURTHER BE IT RESOLVED, that Lisa Iannotta is named the Procurement Card Coordinator for the Human Resources Department.

FURTHER BE IT RESOLVED, THAT the Commissioners approve a Purchase Order and Voucher to National City in the amount of \$722,771.77 from org key 75110902.

FURTHER BE IT RESOLVED THAT the Commissioners approve the creation of the Workers Compensation Self Insurance Fund, org key 61311923, for payment of start up costs for the self insurance program, for future claims payments and any and all costs associated with administration of the program.

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

RESOLUTION NO. 08-517

7:30 PM FINAL HEARING FOR THE SHEETS #318 DITCH PETITION PROJECT:

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

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

RESOLUTION NO. 08-518

IN THE MATTER OF APPROVING, FOR A SPECIFIC OCCURRENCE, A SUSPENSION OF RULE 3-SPEAKER REGISTRATION; RULE 4-LIMITATIONS AND RULE 7-PUBLIC COMMENT PROCEDURE FROM THE RULES GOVERNING PUBLIC COMMENT BEFORE THE BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO:

It was moved by Mr. Ward, seconded by Mr. Evans to approve, for a specific occurrence, a suspension of Rule 3-Speaker Registration; Rule 4-Limitations; Rule 7-Public Comment Procedure from the Rules Governing Public Comment Before The Board Of County Commissioners Of Delaware County, Ohio

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

DISCUSSION SHEETS #318 MAIN

DISCUSSION LATERAL A

DISCUSSION LATERAL B

DISCUSSION LATERAL C

DISCUSSION LATERAL D

DISCUSSION LATERAL E

RESOLUTION NO. 08-519

IN THE MATTER OF CLOSING THE PUBLIC HEARING TO ADDRESS THE SHEETS #318 DITCH PETITION PROJECT:

It was moved by Mr. Evans, seconded by Mr. Ward to close the Hearing at 9:45PM.

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

RESOLUTIONS FOR SHEETS #318 MAIN

RESOLUTION NO. 08-520

IN THE MATTER OF COMMISSIONERS FINDING AFFIRMING ORDER FOR THE SHEETS #318 MAIN DITCH PETITION PROJECT:

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

Whereas, on January 7, 2004, a Ditch Petition For The Sheets #318 Ditch Petition Project was filed with the Board of Commissioners of Delaware County (the “Board”); and

Whereas, the Board on August 2, 2004 with Resolution 04-937 directed The Delaware County Engineer To

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 5, 2008**

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Proceed With Preparation Of Plans, Reports, And Schedules For The Sheets #318 Ditch Petition Project, and

Whereas, the Board on Monday the 5<sup>th</sup> day of May 2008, held a final public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for The Sheets #318 Main Ditch Petition Project; and

Whereas, after hearing testimony from property owners; considering the schedules, plans, and reports filed by the County Engineer; and-considering the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, 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:

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 and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer, and

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.

Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Aye
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**RESOLUTION NO. 08-521**

**IN THE MATTER OF COMMISSIONERS CONFIRMING THE ASSESSMENTS; APPROVING THE PAYMENT SCHEDULE AND ORDERING THE LETTING OF THE CONTRACTS FOR THE SHEETS #318 MAIN DITCH PROJECT:**

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

Whereas, the Board on Monday the 5<sup>th</sup> day of May 2008, held a final public hearing and with resolution NO. 08-520 found affirming order for The Sheets #318 Main Ditch Petition Project; and

Whereas, after hearing testimony from property owners on the assessments for the improvement, the Board is prepared to issue its findings on the assessments.

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

The Board hereby approves The Sheets #318 Main Ditch Petition Project assessments prepared by the Delaware County Engineer, and

FURTHER BE IT RESOLVED, That once the water shed is confirmed, the Delaware County Engineer's estimated assessments are hereby approved and confirmed, and the Engineer is ordered to receive bids for the construction of the improvement, and

FURTHER BE IT RESOLVED, The County Engineer is hereby directed to prepare the necessary bid documents and legal advertisements; and

FURTHER BE IT RESOLVED, That the County Engineer be and he is hereby directed to give at least two weeks public notice as required by law of the time when and the place where bids will be received for furnishing any material for the improvement, or for the construction of the improvement, and

FURTHER BE IT RESOLVED, That the Board fixes **10:00AM on the 30<sup>th</sup> day of June, 2008** as the date and time for the County Engineer to receive bids for the construction of the improvement, and all bids shall be received at the office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio, and

FURTHER BE IT RESOLVED, That county borrow funds to pay for the improvement, and that eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited, to pay the assessments that may be made for the improvement, and that interest shall be charged on the installments at the same rate charged to the Commissioners for the borrowing of the money, if after the deadline for the landowners to pay their assessments upfront passes and the total remaining construction cost to be borrowed is less than \$10,000.00 then the County will up front the remaining cost of the Construction and Commissioners will no longer borrow the money.

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 5, 2008

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

**RESOLUTIONS FOR SHEETS #318 LATERAL A**

**RESOLUTION NO. 08-522**

**IN THE MATTER OF COMMISSIONERS FINDING AFFIRMING ORDER FOR THE SHEETS #318 LATERAL A DITCH PETITION PROJECT:**

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

Whereas, on January 7, 2004, a Ditch Petition For The Sheets #318 Ditch Petition Project was filed with the Board of Commissioners of Delaware County (the “Board”); and

Whereas, the Board on August 2, 2004 with Resolution 04-937 directed The Delaware County Engineer To Proceed With Preparation Of Plans, Reports, And Schedules For The Sheets #318 Ditch Petition Project, and

Whereas, the Board on Monday the 5<sup>th</sup> day of May 2008, held a final public hearing to determine if the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for The Sheets #318 Lateral A Ditch Petition Project; and

Whereas, after hearing testimony from property owners; considering the schedules, plans, and reports filed by the County Engineer; and-considering the cost of location and construction, the compensation for land taken, the effect on land along or in the vicinity of the route of the improvement, the effect on land below the lower terminus of the improvement that may be caused by constructing the improvement, the sufficiency of the outlet, the benefits to the public welfare, and the special benefits to land needing the improvement, 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:

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 and approves the maps, profiles, plans, schedules and reports prepared by the Delaware County Engineer, and

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.

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

**RESOLUTION NO. 08-523**

**IN THE MATTER OF COMMISSIONERS CONFIRMING THE ASSESSMENTS; APPROVING THE PAYMENT SCHEDULE AND ORDERING THE LETTING OF THE CONTRACTS FOR THE SHEETS #318 LATERAL A DITCH PROJECT:**

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

Whereas, the Board on Monday the 5<sup>th</sup> day of May 2008, held a final public hearing and with resolution NO. 08-522 found affirming order for The Sheets #318 Lateral A Ditch Petition Project; and

Whereas, after hearing testimony from property owners on the assessments for the improvement, the Board is prepared to issue its findings on the assessments.

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

The Board hereby approves The Sheets #318 Lateral A Ditch Petition Project assessments prepared by the Delaware County Engineer, and

FURTHER BE IT RESOLVED, That once the water shed is confirmed, the Delaware County Engineer’s estimated assessments are hereby approved and confirmed, and the Engineer is ordered to receive bids for the construction of the improvement, and

FURTHER BE IT RESOLVED, The County Engineer is hereby directed to prepare the necessary bid documents and legal advertisements; and



COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 5, 2008

FURTHER BE IT RESOLVED, That the County Engineer be and he is hereby directed to give at least two weeks public notice as required by law of the time when and the place where bids will be received for furnishing any material for the improvement, or for the construction of the improvement, and

FURTHER BE IT RESOLVED, That the Board fixes **10:00AM on the 30<sup>th</sup> day of June, 2008** as the date and time for the County Engineer to receive bids for the construction of the improvement , and all bids shall be received at the office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio, and

FURTHER BE IT RESOLVED, That county borrow funds to pay for the improvement, and that eight years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land benefited, to pay the assessments that may be made for the improvement, and that interest shall be charged on the installments at the same rate charged to the Commissioners for the borrowing of the money, if after the deadline for the landowners to pay their assessments upfront passes and the total remaining construction cost to be borrowed is less than \$10,000.00 then the County will up front the remaining cost of the Construction and Commissioners will no longer borrow the money.

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

**RESOLUTIONS FOR SHEETS #318 LATERAL B**

**RESOLUTION NO. 08-524**

**IN THE MATTER OF THE COMMISSIONERS’ DISMISSING THE SHEETS #318 LATERAL B DITCH PETITION PROJECT DUE TO THE COST EXCEEDS THE BENEFITS OF THE PROJECT:**

It was moved by Mr. Evans, seconded by Mr. Ward to approve dismissing The Sheets #318 Lateral B Ditch Petition Project due to the cost exceeds the benefits of the project..

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

**RESOLUTION NO. 08-525**

**IN THE MATTER OF APPROVING THAT THE COSTS, NOT TO EXCEED \$15,000.00, FOR THE PROCEEDINGS OF THE SHEETS #318 LATERAL B DITCH PETITION PROJECT, INCLUDING THE COST INCURRED BY THE BOARD OF COMMISSIONERS, THE COUNTY ENGINEER AND THE DELAWARE SOIL AND WATER CONSERVATION DISTRICT IN MAKING SURVEYS, PLANS, REPORTS AND SCHEDULES BE DISTRIBUTED TO THE LANDOWNERS IN THE SAME RATIO AS DETERMINED IN THE FINAL ESTIMATED ASSESSMENTS PRESENTED AT THE HEARING:**

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

Whereas, the costs, not to exceed \$15,000.00, for the proceedings of The Sheets #318 Lateral B Ditch Petition, including the cost incurred by the Board Of Commissioners, The County Engineer And The Delaware Soil And Water Conservation District in making surveys, plans, reports and schedules will be distributed to the landowners in the same ratio as determined in the final estimated assessments presented at the hearing, and

THEREFORE BE IT RESOLVED, that the land owners shall be given the option to pay the cost in a single installment or over two years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land in the watershed, to pay the cost incurred for The Sheets #318 Lateral B Ditch Petition process. No interest shall be charged on the installments.

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

**RESOLUTIONS FOR SHEETS #318 LATERAL C**

**RESOLUTION NO. 08-526**

**IN THE MATTER OF THE COMMISSIONERS’ DISMISSING THE SHEETS #318 LATERAL C DITCH PETITION PROJECT DUE TO THE COST EXCEEDS THE BENEFITS OF THE PROJECT:**

It was moved by Mr. Ward, seconded by Mr. Evans to approve dismissing The Sheets #318 Lateral C Ditch Petition Project due to cost exceeds the benefits of the project.

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

**RESOLUTION NO. 08-527**

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 5, 2008

IN THE MATTER OF APPROVING THAT THE COSTS, NOT TO EXCEED \$15,000.00, FOR THE PROCEEDINGS OF THE SHEETS #318 LATERAL C DITCH PETITION PROJECT, INCLUDING THE COST INCURRED BY THE BOARD OF COMMISSIONERS, THE COUNTY ENGINEER AND THE DELAWARE SOIL AND WATER CONSERVATION DISTRICT IN MAKING SURVEYS, PLANS, REPORTS AND SCHEDULES BE DISTRIBUTED TO THE LANDOWNERS IN THE SAME RATIO AS DETERMINED IN THE FINAL ESTIMATED ASSESSMENTS PRESENTED AT THE HEARING:

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

Whereas, the costs, not to exceed \$15,000.00, for the proceedings of The Sheets #318 Lateral C Ditch Petition, including the cost incurred by the Board Of Commissioners, The County Engineer And The Delaware Soil And Water Conservation District in making surveys, plans, reports and schedules will be distributed to the landowners in the same ratio as determined in the final estimated assessments presented at the hearing, and

THEREFORE BE IT RESOLVED, that the land owners shall be given the option to pay the cost in a single installment or over two years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land in the watershed, to pay the cost incurred for The Sheets #318Lateral C Ditch Petition process. No interest shall be charged on the installments.

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

**RESOLUTIONS FOR SHEETS #318 LATERAL D**

**RESOLUTION NO. 08-528**

IN THE MATTER OF ALLOWING AN APPLICATION TO AMEND THE PETITION FOR THE SHEETS #318 LATERAL D DITCH PETITION PROJECT DUE TO FINDING THAT SUCH CHANGES WILL BETTER ACCOMPLISH THE PURPOSE AND OBJECT OF THE PROPOSED IMPROVEMENT:

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

WHEREAS, on April 16, 2008, Mr. Jeffrey T. Davis, filed an Application for Amendment of the petition to extend improvements to the Lateral D course and terminus of the Sheets #318 Ditch Petition , and

WHEREAS, Mr. Jeffrey T. Davis is proposing to pay up to \$2,500.00 for the Amendment in addition to his current proposed assessment; and

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

THEREFORE BE IT RESOLVED THAT, The Board Of Commissioners Of Delaware County Hereby approves the application for amendment to extend improvements to the Lateral D course and terminus of the Sheets #318 Ditch Petition due to finding that such changes will better accomplish the purpose and object of the proposed improvement.

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

***MOTION BY MR. WARD FOR THE COMMISSIONERS FINDING AFFIRMING ORDER FOR THE SHEETS #318 LATERAL D DITCH PETITION PROJECT DIED FOR LACK OF A SECONDED.***

**RESOLUTION NO. 08-529**

IN THE MATTER OF THE COMMISSIONERS' DISMISSING THE SHEETS #318 LATERAL D DITCH PETITION PROJECT DUE TO THE COST EXCEEDS THE BENEFITS OF THE PROJECT:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve dismissing The Sheets #318 Lateral D Ditch Petition Project due to the cost exceeds the benefits of the project.

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

**RESOLUTION NO. 08-530**

IN THE MATTER OF APPROVING THAT THE COSTS, NOT TO EXCEED \$15,000.00, FOR THE PROCEEDINGS OF THE SHEETS #318 LATERAL D DITCH PETITION PROJECT, INCLUDING THE COST INCURRED BY THE BOARD OF COMMISSIONERS, THE COUNTY ENGINEER AND THE DELAWARE SOIL AND WATER CONSERVATION DISTRICT IN MAKING SURVEYS, PLANS, REPORTS AND SCHEDULES BE DISTRIBUTED TO THE LANDOWNERS IN THE SAME RATIO AS DETERMINED IN THE FINAL ESTIMATED ASSESSMENTS PRESENTED AT THE HEARING:

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 5, 2008

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

Whereas, the costs, not to exceed \$15,000.00, for the proceedings of The Sheets #318 Lateral D Ditch Petition, including the cost incurred by the Board Of Commissioners, The County Engineer And The Delaware Soil And Water Conservation District in making surveys, plans, reports and schedules will be distributed to the landowners in the same ratio as determined in the final estimated assessments presented at the hearing, and

THEREFORE BE IT RESOLVED, that the land owners shall be given the option to pay the cost in a single installment or over two years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land in the watershed, to pay the cost incurred for The Sheets #318 Lateral D Ditch Petition process. No interest shall be charged on the installments.

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

**RESOLUTIONS FOR SHEETS #318 LATERAL E**

**RESOLUTION NO. 08-531**

**IN THE MATTER OF THE COMMISSIONERS' DISMISSING THE SHEETS #318 LATERAL E DITCH PETITION PROJECT DUE TO THE COST EXCEEDS THE BENEFITS OF THE PROJECT:**

It was moved by Mr. Ward, seconded by Mr. Evans to approve dismissing The Sheets #318 Lateral E Ditch Petition Project due to the cost exceeds the benefits of the project.

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

**RESOLUTION NO. 08-532**

**IN THE MATTER OF APPROVING THAT THE COSTS, NOT TO EXCEED \$15,000.00, FOR THE PROCEEDINGS OF THE SHEETS #318 LATERAL E DITCH PETITION PROJECT, INCLUDING THE COST INCURRED BY THE BOARD OF COMMISSIONERS, THE COUNTY ENGINEER AND THE DELAWARE SOIL AND WATER CONSERVATION DISTRICT IN MAKING SURVEYS, PLANS, REPORTS AND SCHEDULES BE DISTRIBUTED TO THE LANDOWNERS IN THE SAME RATIO AS DETERMINED IN THE FINAL ESTIMATED ASSESSMENTS PRESENTED AT THE HEARING:**

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

Whereas, the costs, not to exceed \$15,000.00, for the proceedings of The Sheets #318 Lateral E Ditch Petition, including the cost incurred by the Board Of Commissioners, The County Engineer And The Delaware Soil And Water Conservation District in making surveys, plans, reports and schedules will be distributed to the landowners in the same ratio as determined in the final estimated assessments presented at the hearing, and

THEREFORE BE IT RESOLVED, that the land owners shall be given the option to pay the cost in a single installment or over two years shall be the period of time, in semi-annual installments, as taxes are paid, given the owners of land in the watershed, to pay the cost incurred for The Sheets #318 Lateral E Ditch Petition process. No interest shall be charged on the installments.

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

**RESOLUTION NO. 08-533**

**IN THE MATTER OF REJECTING THE FACT-FINDER REPORT FOR THE DELAWARE COUNTY SHERIFF AND THE OHIO PATROLMEN'S BENEVOLENT ASSOCIATION:**

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

Whereas, The Delaware County Sheriff deputies bargaining unit negotiations have been referred to a fact-finder, and

Whereas, the fact-finder, Mr. John T. Meredith has issued his report as of April 26, 2008, on the Recognition; Corrective Action; Probation; Posting Assignments; OIC Pay; Uniform Allowance; Overtime; Paid Leave (Immediate Family Definition); Paid Leave (Payment on Death or Separation); Injury Leave; Vacation; Holidays; Life Insurance; Wages, and

Whereas, the fact-finder report has made recommendation in the articles of dispute between Delaware County Sheriff and Ohio Patrolmen's Benevolent Association

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD MAY 5, 2008

Now Therefore Be It Resolved, by the Board of Commissioners of Delaware County, Ohio that the Board of County Commissioners rejects the fact-finder report due to an inability to fund the pay increases for Delaware County Sheriff deputies.

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

There being no further business the meeting adjourned.

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Glenn A. Evans

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Kristopher W. Jordan

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James D. Ward

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Letha George, Clerk to the Commissioners