

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 21, 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

PUBLIC COMMENT

RESOLUTION NO. 08-849

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 17, 2008 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held July 17, 2008 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 08-850

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0718:

It was moved by Mr. Ward, seconded by Mr. Evans to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0718 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO's			
Comp management Inc.	Workers Comp Administration	75110902-5370	\$ 5,600.00
Pyrinex Inc.	UPS UNITS Lightening Strike Hayes Bldg	60111901-5370	\$ 6,280.00
Acree Daily Corporation	Door Controls/Sheriff	40111402-5410	\$ 14,500.00
Village Communities	Environmental Assessment	66211902-5380	\$ 21,219.62
Village Communities	Cultural Resources	66211902-5380	\$ 13,167.75
Village Communities	Preliminary Engineering	66211902-5380	\$ 21,752.72
Village Communities	Cost Analysis	66211902-5380	\$ 2,825.00
Increases			
Pomegranate Health	Residential Treatment	22511607-5342	\$ 15,000.00
Vouchers			
St. of OH Treasurer	State Audit	10011102-5301	\$ 8,103.68
Del Area Career Center	ABLE	22411601-5348	\$ 8,970.00
Siemens Water	Bioxide E. Alum Creek PS	66290409-5290	\$ 7,900.20
Sojourners	Residential Treatment	22511607-5342	\$ 6,045.00
The Village Network	Residential Treatment	22511607-5342	\$ 5,965.95
Advantage Adoption	Residential Treatment	22511607-5342	\$ 5,124.00
The Bair Foundation	Residential Treatment	22511607-5342	\$ 16,771.83
Starr Commonwealth	Residential Treatment	22511607-5342	\$ 28,034.88
Pomegranate Health Systems	Residential Treatment	22511607-5342	\$ 23,040.00
Central OH Contractors	Sludge Disposal	66290403-5380	\$ 12,543.69
Synagro	OECC Biosolids	66290303-5301	\$ 15,076.60

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

RESOLUTION NO. 08 -851

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Juvenile Court is requesting that Amanda Weiss attend a Supervisor Series III Training on Navigating Employee Challenges in Columbus, Ohio August 27, 2008, at no cost.

The Prosecutor’s Office is requesting Aric Hochstettler attend a Bricker and Eckler Construction Document Seminar In Columbus, Ohio July 22, 2008, at the cost of \$30.00.

The Court of Common Pleas (Adult Court Services) is requesting that Jeff Vanderborne attend a Probation Officers Training in Columbus, Ohio September 5, 2008, at the cost of \$40.00.

The Sheriff’s Office is requesting that Daniel Pollock attend a training Class in Summit County September 10-

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11, 2008, at the cost of \$70.00.

The Administrative Services Department is requesting that Terry Conant attend an Ohio County Dog Wardens Association Meeting in Crawford County July 16, 2008, at no cost.

The Engineer’s Office is requesting that Jack Jennings attend a Title Transfer Seminar in Columbus, Ohio June 26, 2008, at the cost of \$284.00.

The Engineer’s Office is requesting that Jack Jennings attend an Ohio Boundary Seminar in Columbus, Ohio August 15, 2008, at the cost of \$315.40.

The EMS Department is requesting that Amy Tormasi, Jeanette Adair and Matt Fletcher attend a LEADS Operating Class in Columbus, Ohio June 19, 2008, at no cost.

The Department of Job and Family Services is requesting that Sarah Gast attend an Ohio Human Services Training Seminar in Richland County July 24, 2008, at the cost of \$35.60.

The Prosecutor’s Office is requesting Janice Hitzeman attend a Criminal Trial Essentials For New Prosecutors Seminar in Akron, Ohio August 21, 2008, at the cost of \$335.90.

Juvenile Court is requesting that Sue Katherman, Teresa Tackett and Lisa Risinger attend a Bridges Out of Poverty Seminar in Genera, Ohio September 3-4, 2008, at the cost of \$517.50.

Juvenile Court is requesting that Lisa Lemaster, David Andrews, Howard Heston and Mary Cagnina attend a Group Crisis Intervention Seminar in Delaware County August 14-15, 2008, at no cost.

Juvenile Court is requesting that David Andrews attend an Enforcement Expo August 12, 2008, at the cost of \$15.00.

Juvenile Court is requesting that Bonnie Scheidt attend an Advanced Microsoft Excel Seminar in Columbus, Ohio August 27, 2008, at no cost.

The EMS Department and the Administrative Services Department are requesting that Rob Farmer and Lisa Iannotta attend a Risk Management Seminar in Grove City, Ohio August 13, 2008, at no cost.

The Code Compliance Department is requesting that Duane Matlack attend an Ohio Statewide Floodplain Management Conference in Columbus, Ohio August 27-28, 2008, at the cost of \$200.00

The Environmental Services Department is requesting that Matt Ice, John Darrough, Kevin Brutchey and Ken Rosenbaum attend a Class III And Class IV Workshop in Columbus, Ohio August 12-13, 2008, at the cost of \$980.00.

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

RESOLUTION NO. 08-852

SETTING DATE, TIME AND PLACE FOR THE FINAL HEARING BY THE COMMISSIONERS FOR THE
BRAEMAR AT WEDGEWOOD PHASES 1, 2 AND 3 SUBDIVISION DITCH MAINTENANCE PROJECT:

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

Whereas, the Board of Commissioners of Delaware County on Monday April 7 , 2008, held a public hearing and determined the action is necessary, conducive to the public welfare, and the benefits derived exceed the cost incurred for the reconstruction and improvement of Braemar at Wedgewood Phases 1, 2 and 3 Subdivision Ditch Maintenance Project, and

Whereas, at that time the Delaware County Commissioners directed the Delaware County Engineer to proceed with the preparation of plans, reports, and schedules for the completion of the Subdivision ditch maintenance project, and Whereas, the Delaware County Engineer has notified the Commissioners that the plans, reports, and schedules for the Braemar at Wedgewood Phases 1, 2 and 3 Subdivision Ditch Maintenance Project are ready for their review and consideration.

Therefore be it Resolved, the Board of County Commissioners of the County of Delaware have fixed the **Monday the 6th day of October 2008, at 7:30PM** at the Commissioners Hearing Room 101 North Sandusky as the time and place of the final hearing by the commissioners

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

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RESOLUTION NO. 08-853

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR DERBY
GLEN FARMS SECTION 1; SELDOM SEEN ACRES SECTION 2 AND GLEN OAK SECTION 9:

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

Derby Glen Farms Section 1

The roadways to be accepted are as follows:

- An addition of 0.14 mile to **Township Road Number 566, Derby Drive**
- **Unbridled Court**, to be known as **Township Road Number 1587**

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

The Engineer also request approval to return the Letter of Credit being held as maintenance surety to the developer, Jewett Road Associates.

Seldom Seen Acres Section 2

The roadways to be accepted are as follows:

- An addition of 0.10 mile to **Township Road Number 1288, Sawmill Drive**
- **Bunker Lane**, to be known as **Township Road Number 1588**

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

The Engineer also request approval to return the Letter of Credit being held as maintenance surety to the developer, SSA Ltd.

Glen Oak Section 9

The roadway to be accepted is as follows:

- An addition of 0.10 mile to **Township Road Number 1409, Primrose Avenue**

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

The Engineer also request approval to return the Bond being held as maintenance surety to the developer, Dominion Homes.

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

RESOLUTION NO. 08-854

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR DERBY GLEN FARMS SECTION 1AND
SELDOM SEEN ACRES SECTION 2:

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

Stop Conditions –Derby Glen Farms Section 1

- On Township Road Number 566, Derby Drive, at its intersection with Township Road Number 127, Jewett Road
- On Township Road Number 1587, Unbridled Court, at its intersection with Township Road Number 566, Derby Drive

Stop Conditions –Seldom Seen Acres Section 2

- On Township Road Number 1288, Sawmill Drive, at its intersection with Township Road Number 1588, Bunker Lane
- On Township Road Number 1588, Bunker Lane, at its intersection with Township Road Number 121, Seldom Seen Road
- On Township Road Number 1588, Bunker Lane, at its intersection with Township Road Number 1288, Sawmill Drive

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

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RESOLUTION NO. 08-855

**IN THE MATTER OF APPROVING THE PARTIAL RELEASE AND RESERVATION
OF ABBEY KNOLL SECTION 5 DETENTION FACILITIES:**

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

ABBHEY KNOLL SECTION 5 DETENTION FACILITIES

The original detention facilities built for the above referenced project ended up being too close to the homes of several property owners. In order to make the situation safer for the homeowners, the developer had the facilities redesigned and relocated. Therefore, new easements needed to be obtained from the property owners to accommodate the redesigned facilities. Also, the easements that were platted for the original basins need to be vacated. Therefore, the Engineer is providing the necessary documents for your approval to establish the new easements and vacate the original easements.

Nathan D. Williams and Amy J. Williams

**PARTIAL RELEASE AND RESERVATION OF
STORM DRAINAGE EASEMENT**

WHEREAS, Nathan D. Williams and Amy J. Williams, husband and wife, by General Warranty Deed recorded in Official Record Book 784, Page 1518, Recorder's Office, Delaware County, Ohio, are the fee simple owners of the following real property:

Situated in the State of Ohio, County of Delaware and Township of Orange:

Being Lot Number Six Thousand Nine Hundred Seventy-Eight (6978), in ABBEY KNOLL SECTION 5, PHASE A, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Cabinet 3, Slide 665, Recorder's Office, Delaware County, Ohio.

WHEREAS, Lot Numbered Six Thousand Nine Hundred Seventy-Eight (6978), in ABBEY KNOLL SECTION 5, PHASE A, is encumbered by Drainage Easements thereon as delineated upon the recorded plat thereof, of record in Plat Cabinet 3, Slide 665, Recorder's Office, Delaware County, Ohio, (the "Drainage Easement"), as said plat was recorded by Rockford Homes, Inc., an Ohio corporation, and approved by the Engineer of Delaware County, Ohio;

WHEREAS, the Delaware County Commissioners accepted the drainage improvements for Abbey Knoll Section 5, Phase A into the Delaware County Drainage Maintenance Program through the ditch petition laws located in Section 6137 of the Ohio Revised Code;

WHEREAS, the parties hereto wish to realign a portion of the Drainage Easements by releasing a portion of the Drainage Easement as reserved and delineated upon the recorded plat of ABBEY KNOLL SECTION 5 PHASE A, and by reserving additional land upon which to construct, operate and maintain the realigned Drainage Easement; and

WHEREAS, the reservation of easement as referenced in this document will be accepted into the Delaware County Drainage Maintenance Program through the ditch petition laws located in Section 6137 of the Ohio Revised Code;

WHEREAS, the Delaware County, Ohio Engineer has determined the realignment of the Drainage Easement will not adversely affect the County of Delaware, Ohio;

NOW, THEREFOR, for valuable consideration given, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **RELEASE OF EASEMENTS:** The parties hereby quitclaim, give and release to Nathan D. Williams and Amy J. Williams, for their joint lives, with the remainder to the survivor of them, any and all easement rights in and to that portion of the platted easement lying within the following described real property:

Situated in the State of Ohio, County of Delaware and Township of Orange, and as more particularly described in Exhibit A and as delineated on Exhibit A-1, both are attached hereto and incorporated herein by reference thereto.

2. **RESERVATION OF EASEMENTS:** Nathan D. Williams and Amy J. Williams, husband and wife, hereby declare, reserve, and establish an easement in, over, and under Lot Numbered Six Thousand Nine Hundred Seventy-Eight (6978), of ABBEY KNOLL SECTION 5 PHASE A, within the following described real property:

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Situated in the State of Ohio, County of Delaware and Township of Orange, and as more particularly described in Exhibit B, and as delineated on Exhibits B-1, both as attached hereto and incorporated herein by reference thereto,

for the construction, operation and maintenance of all public and quasi public utilities above, beneath and on the surface of the ground and, where necessary, for the construction, operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage, excepting that, within said areas no gas line, underground telephone, electric or television cable line or conduit or any other utility line shall be installed or placed on a course of alignment that both 1) is parallel with or approximately parallel with any existing (existing at the time of said installment or placement) sanitary sewer line in an easement area and 2) has any point therein closer than ten feet to said sanitary sewer line unless said course or alignment is approved, in writing, by the Delaware County Sanitary Engineer. No right angle or near right angle crossing of said lines or conduits and said sewer is hereby restricted. An additional easement is hereby reserved for the purpose of constructing, operating and maintaining major storm water

drainage swales and or other storm water drainage facilities. No above grade structures, dams or other obstructions to the flow of storm water runoff are permitted within the Drainage Easement area.

It is a condition of this reservation of easement that the same shall not be canceled by merger or otherwise, nor modified, without the consent the Engineer of Delaware County, Ohio, as evidenced by a written instrument executed with all the formalities of Section 5301.01 of the Ohio Revised Code.

**RELEASE OF EASEMENT
0.025 ACRE**

Situate in the State of Ohio, County of Delaware, Township of Orange, lying in Farm Lot 14, Quarter Township 1, Township 3, Range 18, United States Military Lands, being on, over, and across Lot 6978 of that subdivision entitled "Abbey Knoll Section 5 Phase A" of record in Plat Cabinet 3, Slide 665 as conveyed to Nathan D. Williams and Amy J. Williams by deed of record in Official Record 784, Page 1518 (all references refer to the records of the Recorder's Office, Delaware County, Ohio), and described as follows:

Beginning, for reference, at the southeasterly corner of said Lot 6978, at the southwesterly corner Lot 6979 of said subdivision as conveyed to Matthew L. Heidi and Kari M. Heidi by deed of record in Official Record 757, Page 1907, being on the northerly line of that 6.774 acre tract as conveyed to Gary J. Kociba and Elizabeth M. Kociba by deed of record in Deed Book 395, Page 426;

thence North 10° 23' 20" East, with the common line of said Lots 6978 and 6979, a distance of 59.68 feet to a point;

thence North 79° 36' 40" West, across said Lot 6978 and that existing 69' drainage easement of record in Plat Cabinet 3, Slide 665, a distance of 15.00 feet to the TRUE POINT OF BEGINNING;

thence continuing across said Lot 6978, the following courses and distances:

North 86° 30' 13" West, across said existing 69' drainage easement, a distance of 54.39 feet to a point on the westerly line of said existing 69' drainage easement;

North 10° 23' 20" East, with said westerly line, a distance of 20.10 feet to the northwesterly corner of said existing 69' drainage easement;

South 86° 30' 13" East, with the northerly line of said existing 69' drainage easement, a distance of 54.39 feet to a point on the westerly line of that existing 15' drainage easement of record in Plat Cabinet 3, Page 665; and

South 10° 23' 20" West, with the westerly line of said existing 15' drainage easement, a distance of 20.10 feet to the TRUE POINT OF BEGINNING and containing 0.025 acre of land, more or less.

**DRAINAGE EASEMENT
0.027 ACRE**

Situate in the State of Ohio, County of Delaware, Township of Orange, lying in Farm Lot 14, Quarter Township 1, Township 3, Range 18, United States Military Lands, being on, over, and across Lot 6978 of that subdivision entitled "Abbey Knoll Section 5 Phase A" of record in Plat Cabinet 3, Slide 665 as conveyed to Nathan D. Williams and Amy J. Williams by deed of record in Official Record 784, Page 1518 (all references refer to the records of the Recorder's Office, Delaware County, Ohio), and described as follows:

Beginning, for reference, at the southeasterly corner of said Lot 6978, at the southwesterly corner of Lot 6979 of said subdivision as conveyed to Matthew L. Heidi and Kari M. Heidi by deed of record in Official Record 757, Page 1907, being on the northerly line of that 6.774 acre tract as conveyed to Gary J. Kociba and Elizabeth M. Kociba by deed of record in Deed Book 395, Page 426;

thence North 86° 30' 13" West, with said northerly line, a distance of 69.50 feet to the TRUE POINT OF

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BEGINNING;

thence North 86° 30' 13" West, continuing with said northerly line, a distance of 15.35 feet to a point;

thence across said Lot 6978, the following courses and distances:

thence North 03° 29' 47" East, a distance of 61.04 feet to a point;

South 86° 30' 13" East, a distance of 22.73 feet to a point on the westerly line of that existing 69' Drainage Easement of record in Plat Cabinet 3, Slide 665;

South 10° 23' 20" West, with said westerly easement line, a distance of 61.49 feet to the TRUE POINT OF BEGINNING and containing 0.027 acre of land, more or less.

R. Craig Lewis and Monica C. Lewis

**PARTIAL RELEASE AND RESERVATION OF
STORM DRAINAGE EASEMENT**

WHEREAS, R. Craig Lewis and Monica C. Lewis, husband and wife, by General Warranty Deed recorded in Official Record Book 824, Page 1933, Recorder's Office, Delaware County, Ohio, are the fee simple owners of the following real property:

Situated in the State of Ohio, County of Delaware and Township of Orange:

Being Lot Number Six Thousand Nine Hundred Seventy-Three (6973), in ABBEY KNOLL SECTION 5, PHASE A, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Cabinet 3, Slide 665, Recorder's Office, Delaware County, Ohio.

WHEREAS, Lot Numbered Six Thousand Nine Hundred Seventy-Three (6973), in ABBEY KNOLL SECTION 5, PHASE A, is encumbered by Drainage Easements thereon as delineated upon the recorded plat thereof, of record in Plat Cabinet 3, Slide 665, Recorder's Office, Delaware County, Ohio, (the "Drainage Easement"), as said plat was recorded by Rockford Homes, Inc., an Ohio corporation, and approved by the Engineer of Delaware County, Ohio;

WHEREAS, the Delaware County Commissioners accepted the drainage improvements for Abbey Knoll Section 5, Phase A into the Delaware County Drainage Maintenance Program through the ditch petition laws located in Section 6137 of the Ohio Revised Code;

WHEREAS, the parties hereto wish to realign a portion of the Drainage Easements by releasing a portion of the Drainage Easement as reserved and delineated upon the recorded plat of ABBEY KNOLL SECTION 5 PHASE A, and by reserving additional land upon which to construct, operate and maintain the realigned Drainage Easement; and

WHEREAS, the reservation of easement as referenced in this document will be accepted into the Delaware County Drainage Maintenance Program through the ditch petition laws located in Section 6137 of the Ohio Revised Code;

WHEREAS, the Delaware County, Ohio Engineer has determined the realignment of the Drainage Easement will not adversely affect the County of Delaware, Ohio;

NOW, THEREFOR, for valuable consideration given, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **RELEASE OF EASEMENTS:** The parties hereby quitclaim, give and release to R. Craig Lewis and Monica C. Lewis, for their joint lives, with the remainder to the survivor of them, any and all easement rights in and to that portion of the platted easement lying within the following described real property:

Situated in the State of Ohio, County of Delaware and Township of Orange, and as more particularly described in Exhibit A and as delineated on Exhibit A-1, both are attached hereto and incorporated herein by reference thereto.

2. **RESERVATION OF EASEMENTS:** R. Craig Lewis and Monica C. Lewis, husband and wife, hereby declare, reserve, and establish an easement in, over, and under Lot Numbered Six Thousand Nine Hundred Seventy-Three (6973), of ABBEY KNOLL SECTION 5 PHASE A, within the following described real property:

Situated in the State of Ohio, County of Delaware and Township of Orange, and as more particularly described in Exhibit B, and as delineated on Exhibits B-1, both as attached hereto and incorporated herein by reference thereto,

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for the construction, operation and maintenance of all public and quasi public utilities above, beneath and on the surface of the ground and, where necessary, for the construction, operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage, excepting that, within said areas no gas line, underground telephone, electric or television cable line or conduit or any other utility line shall be installed or placed on a course of alignment that both 1) is parallel with or approximately parallel with any existing (existing at the time of said installment or placement) sanitary sewer line in an easement area and 2) has any point therein closer than ten feet to said sanitary sewer line unless said course or alignment is approved, in writing, by the Delaware County Sanitary Engineer. No right angle or near right angle crossing of said lines or conduits and said sewer is hereby restricted. An additional easement is hereby reserved for the purpose of constructing, operating and maintaining major storm water drainage swales and or other storm water drainage facilities. No above grade structures, dams or other obstructions to the flow of storm water runoff are permitted within the Drainage Easement area.

It is a condition of this reservation of easement that the same shall not be canceled by merger or otherwise, nor modified, without the consent the Engineer of Delaware County, Ohio, as evidenced by a written instrument executed with all the formalities of Section 5301.01 of the Ohio Revised Code.

**RELEASE OF EASEMENT
0.006 ACRE**

Situate in the State of Ohio, County of Delaware, Township of Orange, lying in Farm Lot 14, Quarter Township 1, Township 3, Range 18, United States Military Lands, being on, over, and across Lot 6973 of that subdivision entitled "Abbey Knoll Section 5 Phase A" of record in Plat Cabinet 3, Slide 665 as conveyed to Craig R. Lewis and Monica C. Lewis by deed of record in Official Record 824, Page 1933 (all references refer to the records of the Recorder's Office, Delaware County, Ohio), and described as follows:

Beginning, for reference, at the southwesterly corner of said Lot 6973, at the southeasterly corner of Lot 6972 of said subdivision, being on the northerly line of Lot 6249 of that subdivision entitled "Abbey Knoll Section 4 Phase B of record in Plat Cabinet 3, Slide 302;

thence North 33° 56' 10" East, with the common line of said Lots 6972 and 6973, a distance of 129.09 feet to a point;

thence South 56° 03' 50" East, across said Lot 6973 and across that existing drainage easement of record in Plat Cabinet 3, Slide 665, a distance of 12.00 feet to the TRUE POINT OF BEGINNING;

thence continuing across said Lot 6973, the following courses and distances:

North 33° 56' 10" East, across said existing drainage easement, a distance of 31.12 feet to a point on the easterly line of said existing drainage easement;

South 04° 21' 43" West, with the easterly line of said existing drainage easement, a distance of 35.79 feet to a point; and

North 56° 03' 50" West, across said existing drainage easement, a distance of 17.66 feet to the TRUE POINT OF BEGINNING and containing 0.006 acre of land, more or less.

**DRAINAGE OF EASEMENT
0.024 ACRE**

Situate in the State of Ohio, County of Delaware, Township of Orange, lying in Farm Lot 14, Quarter Township 1, Township 3, Range 18, United States Military Lands, being on, over, and across Lot 6973 of that subdivision entitled "Abbey Knoll Section 5 Phase A" of record in Plat Cabinet 3, Slide 665 as conveyed to Craig R. Lewis and Monica C. Lewis by deed of record in Official Record 824, Page 1933 (all references refer to the records of the Recorder's Office, Delaware County, Ohio), and described as follows:

Beginning, for reference, at the southwesterly corner of said Lot 6973, at the southeasterly corner of Lot 6972 of said subdivision, being on the northerly line of Lot 6249 of that subdivision entitled "Abbey Knoll Section 4 Phase B" of record in Plat Cabinet 3, Slide 302;

thence North 33° 56' 10" East, with the common line of said Lots 6972 and 6973, a distance of 129.09 feet to a point;

thence South 56° 03' 50" East, across said Lot 6973 and across that existing Drainage Easement of record in Plat Cabinet 3, Slide 665, a distance of 29.66 feet to a point in the easterly line of said Drainage Easement, the TRUE POINT OF BEGINNING;

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thence across said Lot 6973, the following courses and distances:

South 56° 03' 50" East, a distance of 45.04 feet to a point in the easterly line of said Lot 6973;

South 55° 55' 25" West, with said easterly line of Lot 6973, a distance of 50.02 feet to a point;

North 04° 21' 43" East, with said easterly line of the existing Drainage Easement, a distance of 53.32 feet to the TRUE POINT OF BEGINNING and containing 0.024 acre of land, more or less.

**DRAINAGE OF EASEMENT
0.023 ACRE**

Situate in the State of Ohio, County of Delaware, Township of Orange, lying in Farm Lot 14, Quarter Township 1, Township 3, Range 18, United States Military Lands, being on, over, and across Lot 6973 of that subdivision entitled "Abbey Knoll Section 5 Phase A" of record in Plat Cabinet 3, Slide 665 as conveyed to Craig R. Lewis and Monica C. Lewis by deed of record in Official Record 824, Page 1933 (all references refer to the records of the Recorder's Office, Delaware County, Ohio), and described as follows:

Beginning, for reference, at the southwesterly corner of said Lot 6973, at the southeasterly corner of Lot 6972 of said subdivision, being on the northerly line of Lot 6249 of that subdivision entitled "Abbey Knoll Section 4 Phase B" of record in Plat Cabinet 3, Slide 302;

thence North 33° 56' 10" East, with the common line of said Lots 6972 and 6973, a distance of 31.35 feet to the TRUE POINT OF BEGINNING;

thence North 33° 56' 10" East, continuing with said common line, a distance of 47.94 feet to a point;

thence across said Lot 6973, the following courses and distances:

South 19° 48' 51" East, with the southerly line of that existing Drainage Easement of record in Plat Cabinet 3, Slide 665, a distance of 52.24 feet to a point in the easterly line of said Lot 6973;

North 78° 06' 06" West, a distance of 45.45 feet to the TRUE POINT OF BEGINNING and containing 0.023 acre of land, more or less.

Matthew L. Heidi and Kari M. Heidi

**PARTIAL RELEASE AND RESERVATION OF
STORM DRAINAGE EASEMENT**

WHEREAS, Matthew L. Heidi and Kari M. Heidi, husband and wife, by General Warranty Deed recorded in Official Record Book 757, Page 1907, Recorder's Office, Delaware County, Ohio, are the fee simple owners of the following real property:

Situated in the State of Ohio, County of Delaware and Township of Orange:

Being Lot Number Six Thousand Nine Hundred Seventy-Nine (6979), in ABBEY KNOLL SECTION 5, PHASE A, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Cabinet 3, Slide 665, Recorder's Office, Delaware County, Ohio.

WHEREAS, Lot Numbered Six Thousand Nine Hundred Seventy-Nine (6979), in ABBEY KNOLL SECTION 5, PHASE A, is encumbered by Drainage Easement thereon as delineated upon the recorded plat thereof, of record in Plat Cabinet 3, Slide 665, Recorder's Office, Delaware County, Ohio, (the "Drainage Easement"), as said plat was recorded by Rockford Homes, Inc., an Ohio corporation, and approved by the Engineer of Delaware County, Ohio;

WHEREAS, the Delaware County Commissioners accepted the drainage improvements for Abbey Knoll Section 5, Phase A into the Delaware County Drainage Maintenance Program through the ditch petition laws located in Section 6137 of the Ohio Revised Code;

WHEREAS, the parties hereto wish to realign a portion of the Drainage Easements by releasing a portion of the Drainage Easement as reserved and delineated upon the recorded plat of ABBEY KNOLL SECTION 5 PHASE A, and by reserving additional land upon which to construct, operate and maintain the realigned Drainage Easement; and

WHEREAS, the reservation of easement as referenced in this document will be accepted into the Delaware County Drainage Maintenance Program through the ditch petition laws located in Section 6137 of the Ohio Revised

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Code;

WHEREAS, the Delaware County, Ohio Engineer has determined the realignment of the Drainage Easement will not adversely affect the County of Delaware, Ohio;

NOW, THEREFOR, for valuable consideration given, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **RELEASE OF EASEMENTS:** The parties hereby quitclaim, give and release to Matthew L. Heidl and Kari M. Heidi, for their joint lives, with the remainder to the survivor of them, any and all easement rights in and to that portion of the platted easement lying within the following described real property:

Situated in the State of Ohio, County of Delaware and Township of Orange, and as more particularly described in Exhibit A and as delineated on Exhibit A-1, both are attached hereto and incorporated herein by reference thereto.

2. **RESERVATION OF EASEMENT:** Matthew L. Heidi and Kari M. Heidi, husband and wife, hereby declare, reserve, and establish an easement in, over, and under Lot Numbered Six Thousand Nine Hundred Seventy-Nine (6979) of ABBEY KNOLL SECTION 5 PHASE A, within the following described real property:

Situated in the State of Ohio, County of Delaware and Township of Orange, and as more particularly described in Exhibit B and as delineated on Exhibit B-1, both as attached hereto and incorporated herein by reference thereto,

for the construction, operation and maintenance of all public and quasi public utilities above, beneath and on the surface of the ground and, where necessary, for the construction, operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage, excepting that, within said areas no gas line, underground telephone, electric or television cable line or conduit or any other utility line shall be installed or placed on a course of alignment that both 1) is parallel with or approximately parallel with any existing (existing at the time of said installment or placement) sanitary sewer line in an easement area and 2) has any point therein closer than ten feet to said sanitary sewer line unless said course or alignment is approved, in writing, by the Delaware County Sanitary Engineer. No right angle or near right angle crossing of said lines or conduits and said sewer is hereby restricted. An additional easement is hereby reserved for the purpose of constructing, operating and maintaining major storm water drainage swales and or other storm water drainage facilities. No above grade structures, dams or other obstructions to the flow of storm water runoff are permitted within the Drainage Easement area.

It is a condition of this reservation of easement that the same shall not be canceled by merger or otherwise, nor modified, without the consent the Engineer of Delaware County, Ohio, as evidenced by a written instrument executed with all the formalities of Section 5301.01 of the Ohio Revised Code.

**RELEASE OF EASEMENT
0.016 ACRE**

Situate in the State of Ohio, County of Delaware, Township of Orange, lying in Farm Lot 14, Quarter Township 1, Township 3, Range 18, United States Military Lands, being on, over, and across Lot 6979 of that subdivision entitled "Abbey Knoll Section 5 Phase A" of record in Plat Cabinet 3, Slide 665 as conveyed to Matthew L. Heidi and Kari M. Heidi by deed of record in Official Record 757, Page 1907 (all references refer to the records of the Recorder's Office, Delaware County, Ohio), and described as follows:

Beginning, for reference, at the southwesterly corner of said Lot 6979, at the southeasterly corner of Lot 6978 of said subdivision as conveyed to Nathan D. Williams and Amy J. Williams by deed of record in Official Record 784, Page 1518, being on the northerly line of that 6.774 acre tract as conveyed to Gary J. Kociba and Elizabeth M. Kociba by deed of record in Deed Book 395, Page 426;

thence North 10° 23' 20" East, with the common line of said Lots 6978 and 6979, a distance of 63.30 feet to a point;

thence South 79° 36' 40" East, across said Lot 6979, a distance of 15.00 feet to a point on the easterly line of an existing 15' drainage easement of record in Plat Cabinet 3, Slide 665, being the TRUE POINT OF BEGINNING;

thence continuing across said Lot 6979, the following courses and distances:

North 10° 23' 20" East, across the existing 57' drainage easement of record Plat Cabinet 3, Slide 665, a distance of 17.08 feet to a point on the northerly line of said existing 57' drainage easement;

South 86° 30' 13" East, with said northerly line, a distance of 42.31 feet to the northeasterly corner of said existing 57' drainage easement;

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South 10° 23' 20" West, with the easterly line of said existing 57' drainage easement, a distance of 17.08 feet to a point; and

North 86° 30' 13" West, a distance of 42.31 feet to the TRUE POINT OF BEGINNING and containing 0.016 acre of land, more or less.

**DRAINAGE EASEMENT
0.083 ACRE**

Situate in the State of Ohio, County of Delaware, Township of Orange, lying in Farm Lot 14, Quarter Township 1, Township 3, Range 18, United States Military Lands, being on, over, and across Lot 6979 of that subdivision entitled "Abbey Knoll Section 5 Phase A" of record in Plat Cabinet 3, Slide 665 as conveyed to Matthew L. Heidi and Kari M. Heidi by deed of record in Official Record 757, Page 1907 (all references refer to the records of the Recorder's Office, Delaware County, Ohio), and described as follows:

Beginning, at the southwesterly corner of said Lot 6979, at the southeasterly corner of Lot 6978 of said subdivision as conveyed to Nathan D. Williams and Amy J. Williams by deed of record in Official Record 784, Page 1518, being on the northerly line of that 6.774 acre tract as conveyed to Gary J. Kociba and Elizabeth M. Kociba by deed of record in Deed Book 395, Page 426;

thence North 10° 23' 20" East, with the common line of said Lots 6978 and 6979, a distance of 45.33 feet to a point;

thence across said Lot 6979, the following courses and distances:

South 86° 30' 13" East, with the northerly line of that existing 35' Sanitary Sewer Easement of record in Deed Book 575, Page 295, a distance of 57.41 feet to a point;

North 10° 23' 20" East, with the easterly line of that existing 57' Drainage Easement of record in Plat Cabinet 3, Slide 665, a distance of 16.16 feet to a point;

South 86° 30' 13" East, a distance of 13.45 feet to a point;

South 03° 29' 47" West, across said existing 35' sanitary sewer easement, a distance of 61.04 feet to a point on the northerly line of said 6.774 acre tract;

thence North 86° 30' 13" West, with said northerly line, a distance of 78.24 feet to the POINT OF BEGINNING and containing 0.083 acre of land, more or less.

Rockford Homes, Inc.,

**PARTIAL RELEASE AND RESERVATION OF
STORM DRAINAGE EASEMENT**

WHEREAS, Rockford Homes, Inc., an Ohio corporation, by instruments recorded in Official Record Volume 89, Page 1030 and Official Record 194, Page 1018, Recorder's Office, Delaware County, Ohio, is the fee simple owner of the following real property:

Situated in the State of Ohio, County of Delaware and Township of Orange:

Being Lot Numbered Six Thousand Nine Hundred Seventy-Two (6972), in ABBEY KNOLL SECTION 5, PHASE A, as the same is numbered and delineated upon the recorded plat thereof, of record in Plat Cabinet 3, Slide 665, Recorder's Office, Delaware County, Ohio.

WHEREAS, Lot Numbered Six Thousand Nine Hundred Seventy-Two (6972), in ABBEY KNOLL SECTION 5, PHASE A, is encumbered by Drainage Easements thereon as delineated upon the recorded plat thereof, of record in Plat Cabinet 3, Slide 665, Recorder's Office, Delaware County, Ohio, (the "Drainage Easements"), as said plat was recorded by Rockford Homes, Inc., an Ohio corporation, and approved by the Engineer of Delaware County, Ohio;

WHEREAS, the Delaware County Commissioners accepted the drainage improvements for Abbey Knoll Section 5, Phase A into the Delaware County Drainage Maintenance Program through the ditch petition laws located in Section 6137 of the Ohio Revised Code;

WHEREAS, the parties hereto wish to realign a portion of the Drainage Easements by releasing a portion of the Drainage Easement as reserved and delineated upon the recorded plat of ABBEY KNOLL SECTION 5 PHASE A, and by reserving additional land upon which to construct, operate and maintain the realigned Drainage Easement; and

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WHEREAS, the reservation of easement as referenced in this document will be accepted into the Delaware County Drainage Maintenance Program through the ditch petition laws located in Section 6137 of the Ohio Revised Code;

WHEREAS, the Delaware County, Ohio Engineer has determined the realignment of the Drainage Easement will not adversely affect the County of Delaware, Ohio;

NOW, THEREFOR, for valuable consideration given, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **RELEASE OF EASEMENTS:** The parties hereby quitclaim, give and release to Rockford Homes, Inc., an Ohio corporation, any and all easement rights in and to that portion of the platted easement lying within the following described real property:

Situated in the State of Ohio, County of Delaware and Township of Orange, and as more particularly described in Exhibits A and B, and as delineated on Exhibit C, all are attached hereto and incorporated herein by reference thereto.

2. **RESERVATION OF EASEMENTS:** Rockford Homes, Inc., an Ohio corporation, hereby declare, reserve, and establish an easement, in over and under Lot Numbered Six Thousand Nine Hundred Seventy-Two (6972), of ABBEY KNOLL SECTION 5 PHASE A, within the following described real property:

Situated in the State of Ohio, County of Delaware and Township of Orange, and as more particularly described in Exhibits D and E and as delineated on Exhibit F, all as attached hereto and incorporated herein by reference thereto,

for the construction, operation and maintenance of all public and quasi public utilities above, beneath and on the surface of the ground and, where necessary, for the construction, operation and maintenance of service connections to all adjacent lots and lands and for storm water drainage, excepting that, within said areas no gas line, underground telephone, electric or television cable line or conduit or any other utility line shall be installed or placed on a course of alignment that both 1) is parallel with or approximately parallel with any existing (existing at the time of said installment or placement) sanitary sewer line in an easement area and 2) has any point therein closer than ten feet to said sanitary sewer line unless said course or alignment is approved, in writing, by the Delaware County Sanitary Engineer. No right angle or near right angle crossing of said lines or conduits and said sewer is hereby restricted. An additional easement is hereby reserved, for the purpose of constructing, operating and maintaining major storm water drainage swales and or other storm water drainage facilities. No above grade structures, dams or other obstructions to the flow of storm water runoff are permitted within the Drainage Easement areas.

It is a condition of this reservation of easement that the same shall not be canceled by merger or otherwise, nor modified, without the consent of the Engineer of Delaware County, Ohio, as evidenced by a written instrument executed with all the formalities of Section 5301.01 of the Ohio Revised Code.

**RELEASE OF EASEMENT
0.009 ACRE**

Situate in the State of Ohio, County of Delaware, Township of Orange, lying in Farm Lot 14, Quarter Township 1, Township 3, Range 18, United States Military Lands, being on, over, and across Lot 6972 of that subdivision entitled "Abbey Knoll Section 5 Phase A" of record in Plat Cabinet 3, Slide 665 as originally conveyed to Rockford Homes, Inc. by deeds of record in Official Record 89, Page 1030 and Official Record 194, Page 1018 (all references refer to the records of the Recorder's Office, Delaware County, Ohio), and described as follows:

Beginning, for reference, at the southwesterly corner of said Lot 6972, at the southeasterly corner of Lot 6973 of said subdivision as conveyed to Rockford Homes, Inc. by deeds of record in Official Record 89, Page 1030 and Official Record 194, Page 1018, being on the northerly line of Lot 6249 of that subdivision entitled "Abbey Knoll Section 4 Phase B of record in Plat Cabinet 3, Slide 302;

thence North 33° 56' 10" East, with the common line of said Lots 6972 and 6973, a distance of 129.09 feet to a point;

thence North 56° 03' 50" West, across said Lot 6972 and the existing 35' drainage easement of record in Plat Cabinet 3, Slide 665, a distance of 18.00 feet to the TRUE POINT OF BEGINNING;

thence North 56° 03' 50" West, continuing across said 35' drainage easement, a distance of 17.00 feet to a point;

North 33° 56' 10" East, with the westerly line of said existing 35' drainage easement, a distance of 22.47 to the northwesterly corner of said existing 35' drainage easement;

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South 56° 03' 50" East, with the northerly line of said existing 35' drainage easement, a distance of 17.00 feet to a point;

South 33° 56' 10" West, a distance of 22.47 feet to the TRUE POINT OF BEGINNING and containing 0.009 acre of land, more or less.

DRAINAGE EASEMENT
0.045 ACRE

Situate in the State of Ohio, County of Delaware, Township of Orange, lying in Farm Lot 14, Quarter Township 1, Township 3, Range 18, United States Military Lands, being on, over, and across Lot 6972 of that subdivision entitled "Abbey Knoll Section 5 Phase A" of record in Plat Cabinet 3, Slide 665 as originally conveyed to Rockford Homes, Inc. by deeds of record in Official Record 89, Page 1030 and Official Record 194, Page 1018 (all references refer to the records of the Recorder's Office, Delaware County, Ohio), and described as follows:

Beginning, for reference, at the southeasterly corner of said Lot 6972, at the southwesterly corner of Lot 6973 of said subdivision, being on the northerly line of Lot 6249 of that subdivision entitled "Abbey Knoll Section 4 Phase B" of record in Plat Cabinet 3, Slide 302;

thence North 33° 56' 10" East, with the common line of said Lots 6972 and 6973, a distance of 31.35 feet to the TRUE POINT OF BEGINNING;

thence across said Lot 6972, the following courses and distances: North 78°

06' 06" West, a distance of 10.79 feet to a point; North 07° 59' 19" West, a

distance of 56.76 feet to a point; North 43° 18' 04" East, a distance of 60.36

feet to a point;

South 56° 03' 50" East, a distance of 3.11 feet to a point on the westerly line of that existing 35' Drainage Easement of record in Plat Cabinet 3, Slide 665;

South 33° 56' 10" West, with said westerly line, a distance of 51.09 feet to a point;

South 56° 03' 50" East, with the southerly line of said 35' Drainage Easement, a distance of 35.00 feet to a point in the common line of said Lot 6972 and said Lot 6973;

thence South 33° 56' 10" West, with said common line, a distance of 46.65 feet to the TRUE POINT OF BEGINNING and containing 0.045 acre of land, more or less.

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

RESOLUTION NO. 08-856

IN THE MATTER OF APPROVING THE CONTRACT WITH R&I CONSTRUCTION, INC. FOR THE
STOVER ROAD OVER DUN’S RUN BRIDGE REPLACEMENT PROJECT CONTINGENT UPON
RECEIVING THE NOTICE TO PROCEED FROM OHIO PUBLIC WORKS COMMISSION:

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

CONTRACT

THIS AGREEMENT is made this 21st day of July, 2008 by and between R & I Construction, hereinafter called the “Contractor” and the Delaware County Commissioners, hereinafter called the “Owner”.

2931 S. St Rt. 67
Tiffin, Ohio 44883

The Contractor and the Owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment, and services, including utility and transportation services, and perform and complete all work required for the construction of the improvements embraced in the project; namely, the “DEL-TR 156-0.71 Stover Road over Dun’s Run Bridge Replacement Project”, and required supplemental work for the project all in strict accordance with the Contract Documents.

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ARTICLE 2. The Contract Price

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum not to exceed **Four Hundred Twenty-Five Thousand Ninety-Nine Dollars and Seventy-Seven Cents (\$425,099.77)**, subject to additions and deductions as provided in the Contract Documents.

ARTICLE 3. Contract

The executed Contract Documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation to Bid
- d. Instructions to Bidders
- e. Signed copy of bid
- f. Work Specifications (including all plans, drawings, etc.)
- g. Specifications – General Provisions
- h. Federal and State Requirements
- i. This Agreement, together with other documents enumerated in this ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern except as otherwise specifically stated.

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

RESOLUTION NO. 08-857

IN THE MATTER OF DECLARING THE NEED FOR IMPROVEMENTS TO THE INTERSECTIONS OF HOME ROAD (CR 124) AND S.R. 257 AND HOME ROAD AND SOUTH SECTION LINE (CR 5) ROAD, AUTHORIZING THE COUNTY ENGINEER TO SUBMIT AN APPLICATION FOR FUNDING ASSISTANCE TO THE MID-OHIO REGIONAL PLANNING :

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

Whereas, Section 5555.02 provides that a Board of Commissioners may make improvements to a public road in the county;

Whereas, the above identified intersections have been identified as a roads that requires safety and traffic flow improvements by the County Engineer;

Whereas, federal funds are made available to counties through the Congestion Mitigation and Air Quality (CMAQ) Improvement Program and the Surface Transportation Program (STP) which are administered by the Mid-Ohio Regional Planning Commission;

Whereas, Section 315.15 provides that a Board of Commissioners may enter into contracts with any person, firm, partnership, association or corporation to perform engineering services in the state for roadway engineering purpose;

Now, therefore be it resolved that:

Section I – Declaration of Need:

The Board has determined that improvements to THE INTERSECTIONS OF HOME ROAD (CR 124) AND S.R. 257 AND HOME ROAD AND SOUTH SECTION LINE (CR 5) ROAD, are necessary for the safety, convenience and welfare of the public, and hereby declares that the Project known as Section Line/Home Road and State Route 257/Home Road Intersections Improvements shall be initiated for this purpose, and

Section II – Maintenance:

(1) Delaware County commits to provide adequate maintenance for the described Project in accordance with all applicable state and federal law, including, but not limited to, 23 USC 116; (2) provide ample financial provisions, as necessary, for the maintenance of the described Project; (3) maintain the right-of-way, keeping it free of obstructions; and (4) hold said right-of-way inviolate for public highway purposes, and

Section III – Administration and Authority to Sign:

The County Engineer is designated at the Project Manager and Administrator and is empowered on behalf of the Board to complete and sign any necessary funding applications for the Project and to cooperate with the necessary agencies to facilitate development of the Project, and

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Section IV – Preliminary Engineering:
The County Engineer is empowered on behalf of the Board to develop a scope of services, invite proposals from qualified engineering firms, negotiate a fee with the most qualified firm and to deliver to the Board an agreement with said firm for preliminary engineering of the Project.

This Resolution is hereby declared to be an emergency measure to expedite the transportation project and to promote transportation safety. Following appropriate legislative action, it shall take effect and be in force immediately upon its passage and approval, otherwise it shall take effect and be in force from and after the earliest period allowed by law.

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

RESOLUTION NO. 08-858

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

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

Liberty Community Center

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

This amendment, effective July 3, 2008, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Liberty Community Center entered into on the 1st day of January 2008.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$100,000 to \$200,000.

Grandma's House

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

This amendment, effective May 31, 2008, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Nancy Lucas entered into on the 1st day of January, 2008

Change from Certified Type B to Licensed Type A provider.

Add name: Grandma's House

<u>Rate changes:</u>	Full Time	Part Time	Hourly
Infant	\$ 213.90	\$ 157.15	\$ 8.76
Toddler	\$ 187.40	\$ 132.80	\$ 8.15
Pre-K	\$ 159.44	\$ 102.58	\$ 5.84
Schoolage	\$ 106.58	\$ 78.32	\$ 5.47
Summer Schoolage	\$ 153.80	\$ 104.31	\$ 6.40

Leslie Kanniard

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

This amendment, effective July 29, 2008, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Leslie Kanniard entered into on the 1st day of January, 2008

CHANGE OF ADDRESS: From: 358 Houk Rd., Delaware, Oh 43015

To: 602 Heritage Blvd., Delaware, Oh 43015

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

RESOLUTION NO. 08-859

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IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE PROVIDER THE GODDARD SCHOOL:

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

BASIC RATES

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

Hourly: Paid after 60 hours

Part-time Week for Center and Type A Providers: 8 hours to 24.9 hours

Hourly Paid for .1 hour to 7.9 hours

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

Hourly: Paid after 50 hours

Part-time Week for Home Providers: 8 hours to 24.9 hours

Hourly Paid for .1 hour to 7.9 hours

Child Care Provider		Full	Part Time	Hourly
The Goddard School 8542 Owenfield Dr. Powell, OH 43065	Infant	\$213.90	\$ 157.15	\$8.76
	Toddler	\$187.40	\$ 132.80	\$8.15
	Preschool	\$159.44	\$ 102.58	\$5.84
	School age	\$106.58	\$ 78.32	\$5.47
	Summer School	\$153.80	\$ 104.31	\$6.40
	AM & PM	\$102.00	\$ 78.32	\$5.47
	AM Only	\$ 66.00	\$ 66.00	\$5.47
	PM Only	\$ 90.00	\$ 78.32	\$5.47

(A copy of this contact is available in the Commissioners’ Office until no longer of administrative value).

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

RESOLUTION NO. 08-860

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

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

Child Placement Service	Per diem cost and per diem reimbursement for the following categories
Cornell Abraxas 2440 Liberty Ave, Pittsburgh, PA 15222	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
LHS Family & Youth 2411 Seaman Street Toledo, Ohio 43605-1599	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
Parenthesis 4480 Refugee Road Suite 300	A. Maintenance B. Administration C. Case Management

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Columbus, Ohio 43232	D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
Bair Foundation 665 E. Dublin-Granville Road Suite 300 Columbus, Ohio 43229	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
Childrens Hospital Medical Center 3333 Burnet Avenue Cincinnati, Ohio 45229	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
Rosemont Center 2440 Dawnlight Ave. Columbus, Ohio 43211	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
Village Network P.O. Box 518 Smithville, Ohio 44677	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
Sojourners P.O. Box 312 McArthur, Ohio	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
ENA (NECCO) P.O. Box 568 South Point, Ohio 45680	A. Maintenance B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
A New Leaf	A. Maintenance

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P.O. Box 615 Kingston, Ohio 45644	B. Administration C. Case Management D. Transportation E. Other Direct Services (e.g., special diets, clothing, insurance, respite care) F. Behavioral Healthcare G. Other costs - (any other cost the Agency has agreed to participate in)
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(A copy of each of these contacts is available in the Commissioners’ Office until no longer of administrative value).

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

RESOLUTION NO. 08-861

IN THE MATTER OF APPROVING THE AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS; THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND ATRIUM PERSONNEL & CONSULTING SERVICES:

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

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (the "Agreement"), is made and entered into this 1st day of July 2008, by and between Atrium Personnel & Consulting Services., an Ohio LLC, with its local place of business located at 120 East High Street, Mount Vernon, Ohio 43050, hereinafter referred to as ATRIUM, and Delaware County Department of Job and Family Services, whose address is 140 N. Sandusky Street, Delaware, OH 43015, hereinafter referred to as DCDJFS.

Background

ATRIUM is in the business of providing temporary staffing temporary to permanent, right to hire, direct placement and professional/business consultants (the "ATRIUM consultants"). DCDJFS is in need of the services of ATRIUM. Accordingly, in consideration of the mutual covenants and agreements set forth below, the parties agree as follows:

Terms

1. **Scope of Services.** This agreement shall be in effect from July 1, 2008 through December 31, 2008 unless terminated in writing by either party pursuant to Article 4. ATRIUM shall provide the services of the ATRIUM employees to DCDJFS. DCDJFS shall authorize specific assignments for the ATRIUM employees by placing a Job Order with ATRIUM in the form set forth on Exhibits A ("Job Order") which is attached hereto and by this reference fully incorporated as if fully re-written here. Unless the parties agree otherwise in writing, no obligation shall be incurred by either party unless a Job Order has been executed by both parties. Before placing an ATRIUM employee on an assignment, DCDJFS may interview and accept or reject a particular person based on the specific skills needed for the assignment. DCDJFS may hire an ATRIUM employee with no additional hiring, or other, fees after 480 working hours. If DCDJFS desires to hire the Atrium employee prior to the completion of the 480 working hours, a fee of 18% of the base salary offered by DCDJFS will be incurred by DCDJFS. The base salary is calculated as 2000 hours times the hourly pay rate offered by DCDJFS. This fee would not apply should the employee be hired by DCDJFS in a position other than the position they were placed in by ATRIUM.
2. **Fees.** DCDJFS shall review and approve time and expense reports, unless provided otherwise in the Job Order of each ATRIUM employee promptly at the end of each week. DCDJFS will pay ATRIUM for all time expended and expenses incurred by ATRIUM employees as set forth in the approved time and expense reports, at the rate specified on the applicable Job Order.
3. **Payment of Fees.** ATRIUM shall submit invoices detailing charges to DCDJFS weekly, as described in the relevant Job Order. These invoices will list the name of each ATRIUM employee assigned to DCDJFS and all charges and expenses applicable to each ATRIUM employee. Unless otherwise specified in a validly executed Job Order, DCDJFS shall pay to ATRIUM the total amount set forth on each invoice within thirty (30) days of the invoice date (the "Due Date"). DCDJFS will pay ATRIUM for all work performed by ATRIUM employees up to and including the effective date of any such termination. The total amount of compensation under this contract shall not exceed \$16,000.
4. **Termination of Work Orders.** All work performed by ATRIUM consultants under the Job Order shall be subject to DCDJFS's reasonable satisfaction and approval. Any individual Job Order may be

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terminated by either party by providing written notice to the other party. If DCDJFS determines that any work performed by ATRIUM employees under the Job Order is unsatisfactory, DCDJFS may request ATRIUM to correct such performance by giving written notice (a "Deficiency Notice") specifying the particular Job Order and the nature of the deficient performance to ATRIUM appropriate representative. ATRIUM shall promptly take steps to correct the deficient performance to the reasonable satisfaction of DCDJFS. DCDJFS will pay ATRIUM for all work performed under any terminated Job Orders up to and including the effective date of DCDJFS's written notice of termination.

5. Replacement. If an ATRIUM employee leaves the employ of ATRIUM or becomes sick, disabled, or otherwise incapacitated or unable to perform the services assigned in the Job Order, ATRIUM shall use reasonable efforts to replace such person with another of similar qualifications.

6. Advertising. ATRIUM shall have the right to include DCDJFS's name in a general listing of users of its services, however, neither party shall use any trademark owned by the other without advance written consent from the owner.

7. Severability. If one or more of the provisions contained in this Agreement for any reason is held to be invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, such provisions shall not affect any other provision in the Agreement.

8. Entire Agreement; Amendment. This Agreement together with the Job Order, and all validly executed supplemental Job Orders, constitute the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior and contemporaneous oral or written proposals, negotiations, and agreements concerning such subject matter. This Agreement may not be amended or modified except by a further written agreement, attached as an addendum and signed by the parties hereto specifically referencing this Agreement.

9. Assignment. Neither DCDJFS nor ATRIUM will assign, transfer, or subcontract any of its rights, obligations, or duties hereunder without the prior written consent of the other party.

10. Waiver. No failure or delay on the part of any party hereto in exercising any right or remedy under this Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any such right or remedy preclude any other or further exercise thereof or of any other right or remedy. No provision of this Agreement may be waived except in a writing signed by the party granting such waiver.

11. Binding Effect. This Agreement shall be binding upon, and inure to the benefit of, the parties and their respective successors, legal representatives, and permitted assigns.

12. Force Majeure. Neither party shall be liable for failure or delay in performance of its obligations hereunder when such failure or delay is caused by acts of God, flood, hurricane, extreme weather, fire or other natural calamity, acts of governmental agencies, or similar causes beyond the control of such party. If for any of the reasons set forth above either party shall be unable to perform any obligation when due, such party shall immediately notify the other party of such inability and of the period over which such inability is expected to continue. Affected obligations of the parties shall be temporarily suspended during the period of Force Majeure and the time for performance under this Agreement shall, as applicable, be extended by the duration of any such period. If the delay continues for a period of 15 days or more, however, either party may terminate this Agreement by written notice to the other.

13. Relationship of Parties. ATRIUM is an independent contractor. Neither ATRIUM nor any of its representatives shall be considered employees of DCDJFS. Further, neither party shall represent itself to be the agent, employee, partner, or joint venture partner of the other party and may not obligate the other party or otherwise cause the other party to be liable under any contract or otherwise. ATRIUM shall be solely responsible for payment of its taxes and payment of its employees, including payment of applicable federal income tax, social security, worker's compensation, unemployment insurance, and other legal requirements.

DCDJFS understands assigned resources are the sole product of ATRIUM and is thus prohibited from converting or transferring the employment of any ATRIUM employee to DCDJFS or another Agency/Service for any reason without written approval of a qualified ATRIUM representative.

ATRIUM employees are not entitled to benefits enjoyed by employees of DCDJFS or Delaware County.

14. Attorney's Fees and Costs. In the event of any dispute arising out of or related to this Agreement (and its exhibits), the prevailing party shall be entitled to its reasonable costs and attorney's fees.

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

16. Governing Law. This Agreement shall be governed by and interpreted in accordance with

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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.

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

18. Findings for Recovery. ATRIUM certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

19. Non-Discrimination. ATRIUM shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, sexual orientation, or disability. ATRIUM shall take affirmative action to ensure that applicants and employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, sexual orientation, or disability. The implementation of this Agreement will be carried out in strict compliance with all federal, state, or local laws regarding discrimination in employment.

In the event ATRIUM is determined by the final order of an appropriate agency or court to be in violation of any non-discrimination provision of federal, state or local law or any provision of Section 19 of this Agreement, this Agreement may be canceled, terminated or suspended in whole or in part by DCDJFS and ATRIUM may be declared ineligible for future Contracts with DCDJFS.

20. DCDJFS Indemnification. To the fullest extent permitted by law, ATRIUM agrees to indemnify and save and hold DCDJFS, Delaware County, the Delaware County Board of Commissioners and/or their respective officers, employees, agents, servants, representatives and volunteers free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney’s fees, arising from any incident, damages, injury, accident or occurrence related in any manner to ATRIUM’s performance of this Agreement. ATRIUM shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against DCDJFS, Delaware County, the Delaware County Board of Commissioners and/or their respective officers, employees, agents, servants, representatives and volunteers by reason of ATRIUM’s performance of this Agreement, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney’s fees.

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

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

RESOLUTION NO. 08-862

IN THE MATTER OF APPROVING THE SUBSIDY AGREEMENT BETWEEN THE OHIO DEPARTMENT OF HEALTH AND DELAWARE COUNTY JOB & FAMILY SERVICES ADMINISTRATIVE AGENT FOR AND ON BEHALF OF THE FAMILY AND CHILDREN FIRST COUNCIL OF DELAWARE COUNTY:

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

**SUBSIDY AGREEMENT
BETWEEN
THE OHIO DEPARTMENT OF HEALTH
AND
Delaware County Job & Family Services
Administrative Agent for and on behalf of
The Family and Children First Council of Delaware County**

PREAMBLE

The Ohio Department of Health (hereinafter "ODH") whose address is 246 North High Street, Columbus, Ohio 4321 5, and Delaware County Job & Family Services, the Administrative Agent for and on behalf the Famil^y and Children First Council of Delaware County, (hereinafter "County FCFC"), whose address is 140 N. Sandusky, Delaware, Ohio 43015-0570,

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hereby enter into this Subsidy Agreement (**Agreement**) as authorized by Ann. Sub. H13 1 19 of the 127th General Assembly. For the purposes of this Subsidy Agreement, the term "parties" means **ODH** and the **County FCFC** collectively. The term "**County Help Me Grow Program**" refers to the entities responsible for carrying out the purpose and scope of this agreement including the seven (7) program components in Delaware County.

PURPOSE AND SCOPE

WHEREAS, the **County FCFC** wishes to administer and monitor funds made available through the Help Me Grow line item in the state biennial budget to **ODH** to implement and maintain a coordinated, Community-based infrastructure that promotes trans-disciplinary, family-centered services for expectant parents, newborns, infants, toddlers and their families in collaboration and cooperation with other state and local agencies. In addition, activities conducted through the **County Help Me Grow program** shall support the following commitments to family and child-well being:

- Expectant parents and newborns thrive
- Infants and toddlers thrive
- Children are healthy and ready for school;

WHEREAS, the provision of such funds are to be used to support Governor Strickland's plan to provide every child a fair start through access to high quality early care and learning; and

WHEREAS, the provision of such funds and services will benefit the citizens of Ohio in a manner consistent with the overall mission of **THE OHIO DEPARTMENT OF HEALTH to protect and improve the health of all Ohioans;**

NOW THEREFORE, THE OHIO DEPARTMENT OF HEALTH will provide to the

County FCFC an amount not to exceed \$104,804.00 (see attachment 1) for the period July 1, 2008 through June 30, 2009 to provide services for expectant parents; newborns and their families; and infants and toddlers at risk for or with developmental delays and disabilities and their families as set forth in the Agreement.

Objectives:

The objectives of this Agreement are to (1) set forth the process by which **ODH** will distribute funds to the **County FCFC**; and (2) to define the responsibilities of the respective parties for the administration of the program. **ODH** and the **County FCFC**, in consideration of the mutual promises hereinafter expressed and intending to be legally bound, agree to the following.

**II. Responsibilities of the County
FCFC The County FCFC shall:**

A. Administer and monitor funds provided to the **County Help Me Grow Program** by **ODH** through the state biennial budget for fiscal year 2009 for carrying out the following Program Components as further described in Attachment 2, which is incorporated herein):

1. Outreach; child find; intake and referral; and procedural safeguards;
2. Prenatal home visits;
3. Newborn home visits;
4. Ongoing home visiting services;
5. Service coordination; and development, implementation and review of the Individualized Family Service Plan (IFSP);
6. Family support services; home visiting by paraprofessionals;
7. Evaluation to determine eligibility for Part C Early Intervention services.

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- B. Assure that services are:
1. Established by a partnership between families and community resources;
 2. Voluntary and non-punitive;
 3. Culturally sensitive and responsive to Families;
 4. Transitional — families use services when they are in need; involvement ends when the problem has been resolved or when the family chooses to exit;
 5. A combination of prevention and intervention;
 6. Delivered through home and community-based service mechanisms;
 7. Respectful of families as equal partners in planning, implementation, evaluation and governance;
 8. Based on a local partnership with the Family and Children First Council, the Early Childhood Coordinating Committee and Department Of Job and Family Services;
 9. Accessible through a highly visible, neutral point of contact (Centralized Intake and Referral);
 10. Holistic (providing health, educational, developmental and social services), utilizing; the strengths of the family to enhance the development of the young children in the family and foster the family's self sufficiency;
 11. Offered to parents prenatally and infants and toddlers who are at-risk for developmental delays
 12. Supportive to parents.
- C. Assure that all agencies contracting with the **County FCFC** follow and are subject to federal Part C regulations and state policies.
- D. Assure existing services to families of children birth to age three are continued.
- E. Assure that the confidentiality and privacy of each client record is maintained.
- F. Agree to work with the Ohio Department of Health, Bureau of Early Intervention Services, the Ohio Department of Job and Family Services and Ohio Family and Children First **in** implementing Help Me Grow and in meeting the Help Me Grow Child and Family Outcomes and Performance Measures (herein referred to and incorporated as Attachment 3) and the 6-Year State Performance Plan Benchmarks submitted to the U.S. Department of Education. (See the Help Me Grow Website —www.ohiohelpmegrow.org.)
- G. Assure that all professionals funded through the **County FCFC** and licensed by the state of Ohio as appropriate, shall comply with their licensure requirements.
- H. Assure that project directors, clinical supervisors and service coordinators in the **County Help Me Grow Program** meet the personnel requirements as outlined **in** the Help Me Grow Personnel Standards Policy.
- I. Assure that service coordinators and all personnel providing services to families (family support specialist, paraprofessionals and home visitors) meet ODH training requirements and receive at least the minimum number of hours of clinical supervision per month as outlined in the Help Me Grow Personnel Standards Policy.
- J. Assure that personnel providing services in the **County Help Me Grow Program** attend all required ODH training. This includes, but is not limited to, Help Me Grow Project Directors, individuals providing direct services, service coordinators and individuals providing clinical supervision.
- K. Assure that newborn home visits are conducted by registered nurses with a pediatric or

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maternal/child health background. Providers selected to conduct home visits must have the capacity to provide close, ongoing, clinical supervision for registered nurses who are providing home visits and performing: newborn/maternal assessments. Clinical Supervisors who supervise newborn home visits shall be licensed as registered nurses. (Ohio Revised Code, Chapter 4723, states, " When nursing practice is supervised or evaluated, only a registered nurse shall: (1) Supervise the practice of nursing by other registered nurses and licensed practical nurses; or (2) Evaluate the practice of nursing by other registered nurses and licensed practical nurses"

- L. Employ/designate a **County Help Me Grow Program** Project Director (PD) to assure successful implementation of the program. This position will be a full time equivalent (1.0 FTE) position in most counties. The Help Me Grow PD position description will be made available to ODH upon request. **County FCFC** funds may be used to subsidize the position.
- M. Assure all **County FCFC Subcontractors** for Help Me Grow services comply with the data collection, data entry and data reporting in the Early Track system as mandated by ODH. Assure all required data is accurately and completely entered into the Early Track data system in a timely manner. Timely is defined as within thirty (30) days of the update or occurrence as stated in **HMG** Data Collection, Data Management and Reporting Policy.
- N. Submit proposed county budget for use of GRF funds as a part of this agreement on the **required** excel form. (Attachment 4) **The proposed GRF budget shall be submitted along with the submission of the signed subsidy agreement.** Quarterly expenditure reports shall be submitted using the **required** excel form (Attachment 5) on or before the dates listed below:

Quarters	Dates	Drre Dates
First Qtr	7/1/2008 — 9/30/2008	October 15, 2008
Second Qtr.	10/1/2008 — 12/31/2008	January 15, 2009
Third Qtr.	1/1/2009— 3/31/2009	April 15, 2009
Fourth Qtr	4/1/2009 — 6/30/2009	July 15, 2009
Final Report	7/1/2008 — 6/30/2009	August 15, 2009

These attachments have been e-mailed to the agency financial contact listed on the HMG SFY09 Grant and to the HMG Project Director. **The quarterly and final expenditure reports shall be submitted electronically to ODH via e-mail addressed to your county HMG Program Consultant. Please Note: This applies to the subsidy reports only.**

Failure to submit reports by the due dates will result in a delay in the disbursement of quarterly payments.

- O. Submit the county Family and Children First Expenditure Report (Attachment 6) to ODH via e-mail to your county HMG Program Consultant.
- P. **Submit two HMG** success stories using Attachment 7 with the second quarter report. (See Attachment 7 for instructions and samples) Submit county highlights with the **final report question** in attachment 7.
- Q. Assure that the county Department of Job and Family Services (DJFS) and the Family and Children First Council have a signed contract or memorandum of understanding (MOU) regarding expenditure of Prevention, Retention and Contingency (PRC) funds for the **County FCFC**.
- R. Upon request submit a copy of the amendment of the county **PRC** plan governing the **County Help Me Grow Program**.

III. **Responsibilities of ODH**
ODH agrees to:

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- A. Forward to the **County FCFC** in quarterly intervals, an amount not to exceed \$104,804.00 for the period July 1, 2008 through June 30, 2009 (hereinafter "fiscal year 2009") to provide services for expectant parents; newborns and their families; and infants and toddlers at risk for or with developmental delays and disabilities and their families. Services shall include child find, home visits, public and provider awareness, centralized intake and referral, service coordination and procedural safeguards for families.
- B. Ensure that that each county has at least one Early Track system administrator.
- C. Ensure that County FCFC subcontractors are provided access to the Early Track data system to be used for reporting program activities and related expenditures.
- D. If at any time during the term of this Agreement, ODH determines that the County **FCFC** is not using the funds allocated in accordance with the terms of this Agreement or if data is not entered in a timely manner, **ODH** may withhold future quarterly payments.
- E. The **ODH** may withhold future quarterly payments if data is not entered in a timely manner.

IV. Duration

This Agreement shall become effective on July 1, 2008 or upon the execution of both parties, which ever occurs later, and shall continue in effect until June 30, 2009. It may be terminated by either party upon sixty (60) days advance written notice to the other party. If, at any time, **ODH** experiences insufficient funds to make future payments under this Agreement, **ODH** may terminate the Agreement immediately upon written notice to the **County FCFC**. The Agreement may be amended by mutual written agreement of the parties.

V. Disclosure of Personal Health Information (Provisions for Compliance with the Health Insurance Portability and Accountability Act of 1996- HIPAA)

A. Definition

Protected Health Information (hereinafter "PHI") is information received from or on behalf of ODH that meets the definition of PHI as defined by the health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated by the United States Department of Health and Human Services, specifically 45 C.F.R. 164.501, and any amendments thereto.

B. Permitted Uses and Disclosures

The **County FCFC** shall not use or disclose PHI except as provided within this Agreement solely to fulfill the specific contract activities specified herein or as otherwise required under the HIPAA regulations or other applicable law. All subcontractors and agents of the **County FCFC** are limited to the uses or disclosures that **ODH** is permitted by HIPAA to conduct.

C. Safeguards

The **County FCFC** shall use appropriate safeguards to protect against use or disclosure of PHI not provided for by this Agreement.

D. Reporting of Disclosure

The **County FCFC** shall promptly report to **ODH**, any knowledge of uses or disclosures of PHI that are not in accordance with this contract or applicable law. In addition, the **County FCFC** shall mitigate any adverse effects of such a breach to the extent possible.

E. Agents and Subcontractors

The **County FCFC** shall ensure that all of its agents and subcontractors that receive PHI from or on behalf of or create PHI on behalf of **ODH** agree to the same restrictions and conditions that apply to **ODH** with respect to the use or disclosure of PHI.

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F. Accessibility of Information

The **County FCFC** shall make available to **ODH** such information as it may require to fulfill its obligations to provide access to, provide a copy of, and account for disclosures with respect to PHI pursuant to HIPAA and regulations promulgated by the United States Department of Health and Human Services, including, but not limited to, 45 C.F.R. Sections 64.5 24 and 164.28 and any amendments thereto.

G. Amendments of Information

The **County FCFC** shall make PHI available to **ODH** in order (or **ODH** to fulfill its obligations pursuant to HIPAA to amend the information and shall, as directed by **ODH**, incorporate any amendments into the information held by the **County FCFC** and ensure incorporation of any such amendments into information held by its agents or subcontractors.

H. Disclosure

The **County FCFC** shall make available its internal practices, books and records relating to the use and disclosure of PHI received from **ODH**, or created or received by the **County FCFC** on behalf of **ODH**, to **ODH** and to the Secretary of the United States Department of Health and Human Services for the purpose of determining **ODH's** compliance with HIPAA and the regulations promulgated by the United States Department of Health and Human Services and any amendments thereto.

I. Material Breach

In the event of material breach of the **County FCFC** obligations under this section, **ODH** may at its option terminate this Agreement with regard to the **County FCFC**. Termination of this Agreement shall not affect any provision of this Agreement which, by its wording or nature, is intended to remain effective and to continue to operate in the event of termination.

J. Return or Destruction of Information

Upon termination of this Agreement, the **County FCFC**, at its option, shall return to **ODH** or destroy, all PHI in its possession, and keep no copies of the information except as requested by **ODH** or required by law. If the **County FCFC** or its agent or subcontractor destroys any PHI then the **County FCFC** will provide the **ODH** documentation evidencing such destruction. Any PHI maintained by the **County FCFC** shall continue to be extended the same protections set forth in this Agreement for as long as it is maintained.

K. Management and Administration

ODH permits the **County FCFC** to use PHI obtained from **ODH** for management and administration purposes or to carry out legal responsibilities. **ODH** permits the **County FCFC** to disclose PHI obtained from **ODH** if the disclosure is required by law.

A. The **County FCFC** hereby agrees that the information provided or made available by **ODH** shall not be used or disclosed other than as permitted or required by this **Agreement** or as required by law. The **County FCFC** will establish and maintain appropriate safeguards to prevent any use or disclosure of the information, other than as provided for by this **Agreement** [ref. 45 C.F.R. 164.504(e)(2)(ii)(A)(B)]. The **County FCFC** shall immediately report to **ODH** any discovery of use or disclosure of information not provided for or allowed by this **Agreement**.

B. The **County FCFC** hereby agrees that anytime information is provided or made available to any subcontractor or agent, the **County FCFC** must enter into a subcontract with the subcontractor or agent that contains the same terms, conditions, and restrictions on the use and disclosure of information as contained in this **Agreement**. Contracts must be made available for review by **ODH** upon request. Further, the **County FCFC** agrees to make available and provide right of access to an individual of their protected health information when that protected health information is obtained in the performance of the **County FCFC** obligations under this **Agreement**.

VI. General Provisions:

The parties to this Agreement agree that:

A. This Agreement and the obligations of the parties hereto are subject

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to the provisions of Section 126.07 of the Revised Code.

- B. In the performance of this Agreement, there shall be no discrimination against any person because of race, color, sex, religion, national origin, age, handicap, veteran status, or any other factor specified in the Civil Rights Act of 1964, as amended, in section 504 of the Rehabilitation Act of 1973, as amended, and in any subsequent legislation pertaining to civil rights.
- C. No party is responsible to the other parties for nonperformance or delay in performance of the terms of this Agreement due to acts of God, wars, riots, strikes, or other causes beyond the control of the parties.
- D. The **County FCFC** agrees to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this agreement, and nothing in this agreement shall be interpreted or construed to place responsibility for professional acts or omissions onto **ODH**; and **ODH** agrees to accept and be responsible for the actions or omissions of its agents, officers, and employees arising out of this agreement, and nothing in this agreement shall be interpreted or construed to place any responsibility for professional acts or omissions onto the **County FCFC**.
- E. Each paragraph of this Agreement is an independent paragraph. The holding of any paragraph or part thereof to be unconstitutional, void, or legally ineffective for any reason does not affect the validity or effectiveness of any other paragraph or part thereof. The remainder of the Agreement remains fully enforceable.
- F. All the terms and conditions of this Agreement are embodied herein. No other terms and conditions will be considered a part of this Agreement unless expressly agreed upon in writing and signed by the parties.
- G. This Agreement shall be construed in accordance with the laws of the State of Ohio.
- H. **County FCFC**, by signature on this document, certifies: (1) it has reviewed and understands Executive Order 2007-015, (2) has reviewed and understands the Ohio ethics and conflict of interest laws, and (3) will take no action inconsistent with those laws and this order. The **County FCFC** understands that failure to comply with Executive Order 2007-01 S is, in itself, grounds for termination of this contract or grant and may result in the loss of other contracts or grants with the State of Ohio.

County FCFC represents and warrants that it is not debarred from consideration for contract awards by the Director of the Department of Administrative Services, pursuant to either **O.R.C.** Section 153.02 or **O.R.C.** Section 125.25. If this representation and warranty is found to be false, this Agreement is void ab initio and **County FCFC** shall immediately repay to **ODH** any funds paid under this Agreement.

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

RESOLUTION NO. 08-863

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Recommendation to promote Peg Watkins to a Social Services Worker III with Adult Protective Service; effective date August 4, 2008.

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

RESOLUTION NO. 08-864

IN THE MATTER OF APPROVING AN AGREEMENT BETWEEN THE DELAWARE AREA CAREER CENTER BOARD OF EDUCATION AND THE DELAWARE COUNTY COMMISSIONERS FOR FIELD EMT EXPERIENCE:

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

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FIELD/EMT EXPERIENCE AGREEMENT

THIS AGREEMENT is made and entered into as of the (21st day of July , 2008,) by and between the Delaware Area Career Center Board of Education, a political subdivision organized under the laws of the State of Ohio, (hereinafter called "Career Center"), and the County of Delaware, (hereinafter called "County")

WHEREAS, the Career Center has established an instructional program designed to permit students to pursue certification by the State Board of Emergency Medical Services as an Emergency Medical Technician [Basic/Intermediate[Paramedic] (the "Certification"); and

WHEREAS, among the requirements of the State Board of Emergency Medical Services for certification are field training; and

WHEREAS, Career Center desires to place certain students at the County for the purpose of providing them with opportunities for field training; and

WHEREAS, the County is willing to accept students of the Career Center under the terms hereinafter set forth.

NOW, THEREFORE, ON CONSIDERATION of the foregoing and of the promises and covenants hereinafter set forth, the Career Center and the County agree as follows:

Section 1. Program. The County shall participate in the program for certification of Emergency Medical Technician **[Basic/Intermediate/Paramedic]** by endeavoring to provide the requisite minimum hours of field training to students of the Career Center in meeting the requirements of the rules adopted under Revised Code Section 4765.11, and accompanying rules and regulations.

Section 2. Acceptance of Students. The County will accept students who have completed the assessment module of instruction as determined by the EMT program coordinator of the Career Center. The Career Center EMT program coordinator or his designee will schedule field training with the department chief or his designee at least one week prior to the training.

Section 3. Identification. All Career Center students must wear an identification shirt that indicates they are Career Center Emergency Medical Technician students.

Section 4. Status of Students. The students participating in the field training shall not, for all purposes, be considered employees or agents of the County. The County shall not be required to, and shall not, pay or provide compensation, other benefits of employment, insurance, unemployment compensation, or workers compensation to such students.

Section 5. Supervision. While participating in field training at the County, students shall be under direct supervision and control of the County medic employees, and shall not act independently with respect to the care or treatment of any patient of the County. The County retains responsibility for emergency care and related duties.

Section 6. Guidelines for Experience. Students shall follow the guidelines for patient contact during medic training as defined by law and shall be oriented to the County policy and procedures and dress code by the faculty of the Career Center. The supervising medic employee of the County will document qualitative and quantitative clinical experience, on a form or foam provided by the EMT Training Coordinator.

Section 7. No Representation. While the County will endeavor to provide field training to students of the program, it does not represent, and specifically disclaims any representation, that the field experiences will cause any Career Center student to qualify for certification as an Emergency Medical Technician **[Basic/Intermediate/Paramedic]**.

Section 8. Notice to Students. The Career Center shall notify its students of all the provisions of this Agreement.

Section 9. Entire Agreement. This Agreement represents the complete understandings of the parties and, therefore, may only be amended in a writing executed by the parties.

Section 10. Term. This agreement will remain in effect for a period of four years beginning January 1, 2008 through January 1, 2012.

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

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RESOLUTION NO. 08-865

IN THE MATTER OF APPROVING AN EMT-BASIC, INTERMEDIATE AND PARAMEDIC PRE-HOSPITAL
CONTRACT BETWEEN CENTRAL OHIO E.M.S. TRAINING AND THE DELAWARE COUNTY
COMMISSIONERS:

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

CENTRAL OHIO E.M.S. TRAINING
AND
DELAWARE COUNTY EMS
EMT-BASIC, INTERMEDIATE AND PARAMEDIC PRE-HOSPITAL
INTERNSHIP CONTRACT

This contract is between Central Ohio E.M.S. Training EMT program, Lucas, Oh. and Delaware County EMS, Delaware County, Oh. Central Ohio will be represented by the program coordinator. The purpose of this contract is to define the responsibility of the preceptors for EMT-B, EMT-I or EMT-P students. The preceptors for EMT students will be a certified Paramedic, EMT-Intermediate or EMT-Basic according to the level of training that the student is doing the clinical for. The preceptor must be at or above the level for which the student is training. The preceptor will allow the student to do only as much as the student's training will allow him/her to do on an unlimited amount of runs during his/her training.

It will be understood that a student will not be functioning on any run as the second EMT as required by law to transport a patient, nor will he/she be solely responsible for the care given to any patient. The student will be allowed to treat the patient within the bounds of his/her training and only after the student has successfully completed that module. All students will be required to successfully complete the patient assessment module prior to beginning field internship. For all other skills, the student will have the clinical form which will bear the signature of the program coordinator as proof that the student has successfully completed that module. The preceptor will monitor the student's actions on runs. It will be the responsibility of the preceptor to acquaint the student with the local protocol used by the squad, as approved by their medical director.

The preceptor will have the right to dismiss the student if a problem is encountered with the understanding that the preceptor must justify in writing the reason for the dismissal within ten (10) days. The preceptor will also have the right to dismiss the student immediately if the student is not properly attired or wearing his/her student nametag.

The preceptor will be allowed to offer any suggestions to a student to improve technique as long as it is not contrary to the Department of Transportation (DOT) training guidelines.

The preceptor will function with the understanding that he/she will not be reimbursed but will be satisfied in knowing that he/she has been instrumental in mentoring others interested in the EMS field. The preceptor also understands that the department will be held liable for any mistakes made by the student, and the student need not have student liability insurance as stated in the Amended Senate Bill 98.

The preceptor will evaluate student performance as well as complete an evaluation form, which will be given to the instructor.

By signing the following, Delaware County EMS will verify that they have read and approved all the stipulations of this contract and have agreed to be reassessed on an annual basis at which time they or Central Ohio E.M.S. Training may cancel this contract. It will also be understood that either party may cancel this contract at their own discretion with a ninety (90) day notice to the other party, prior to the annual assessment.

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

RESOLUTION NO. 08-866

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR COLUMBUS
STATE COMMUNITY COLLEGE ACADEMIC CENTER:

It was moved by Mr. Ward, seconded by Mr. Evans to approve sanitary sewer plan for Columbus State Community College Academic Center for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 08-867

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS AND PURCHASE ORDER FOR

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THE UPGRADES TO THE CAMERA AND RELATED EQUIPMENT FOR THE SEWER INSPECTION VEHICLE:

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

Whereas the Delaware County Board of Commissioners and Regional Sewer District own and operate approximately 500 miles of sanitary sewer, and

Whereas to properly operate and maintain the sewer system, routine inspection of the underground infrastructure is required, and

Whereas the most efficient manner to inspect the underground infrastructure is to internally evaluate the sewers using a mobile inspection camera and recording equipment, and

Whereas, the Regional Sewer District currently utilizes a 1996 closed circuit camera truck and equipment to provide for the necessary inspections, and

Whereas the Regional Sewer District has determined to progress with the necessary sewer inspections, that the existing camera and associated equipment is in need of updating, and

Whereas the upgrades to the camera and related equipment are available through state bid pricing.

Therefore be it resolved that the Board of County Commissioners approve the following supplemental appropriations and purchase order:

SUPPLEMENTAL APPROPRIATIONS			
FUND NUMBER:	FUND NAME:	AMOUNT:	ORG Key Name
66611903 -5450	URF OECC COLLECTIONS	\$33,013.16	OECC
66611904-5450	URF ACWRF COLLECTIONS	\$33,013.16	ACWRF
66611906-5450	URF TF COLLECTIONS	\$3,780.60	Tartan fields
66611907-5450	URF SR COLLECTIONS	\$4,536.72	Scioto Reserve
66611908-5450	URF BT COLLECTIONS	\$756.12	Bent Tree
66611909-5450	URF HW COLLECTIONS	\$756.12	Hoover Woods
66611910-5450	URF SH COLLECTIONS	\$756.12	Scioto Hills
TOTAL		\$76,612.00	

Purchase Order Approval			
TO: Jack Doheny Supplies, Inc			
FUND NUMBER:	FUND NAME:	AMOUNT:	ORG Key Name
66690305-5450	URF OECC COLLECTIONS	\$33,013.16	OECC
66690405-5450	URF ACWRF COLLECTIONS	\$33,013.16	ACWRF
66690605-5450	URF TF COLLECTIONS	\$3,780.60	Tartan fields
66690705-5450	URF SR COLLECTIONS	\$4,536.72	Scioto Reserve
66690805-5450	URF BT COLLECTIONS	\$756.12	Bent Tree
66690905-5450	URF HW COLLECTIONS	\$756.12	Hoover Woods
66691005-5450	URF SH COLLECTIONS	\$756.12	Scioto Hills
TOTAL		\$76,612.00	

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

RESOLUTION NO. 08-868

IN THE MATTER OF ISSUING THE NOTICE TO PROCEED TO PETERSON CONSTRUCTION COMPANY, INC. FOR THE CENTRIFUGE DEWATERING FACILITY IMPROVEMENTS (DCRSD 08-1):

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

Whereas the County has previously executed an agreement with Peterson Construction Company, Inc. for the

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Centrifuge Dewatering Facility Improvements (DCRSD 08-1) at the Olentangy Environmental Control Center, and

Whereas the County has resolved to execute the agreement with Malcolm Pirnie, Inc., for construction engineering services, and

Whereas the County, with the assistance of Malcolm Pirnie, Inc., has the appropriate internal staff in place to provide the construction management of the project.

Therefore be it resolved that the Board of County Commissioners execute the Notice to Proceed to Peterson Construction Company, Inc. to commence on the improvements know as the Centrifuge Dewatering Facility Improvements (DCRSD 08-1).

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

RESOLUTION NO. 08-869

SETTING THE TIME AND DATE TO RECEIVE BIDS FOR THE PROJECT KNOWN AS CONSULTANT SERVICES FOR GENERAL PLANNING AND PERMITTING OF THE CENTRAL ALUM CREEK SANITARY SEWER IMPROVEMENTS:

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

Whereas the Board of County Commissioners has previously adopted the Sewer Master Plan, and

Whereas the Sewer Plan evaluated areas of the County for potential sanitary sewer service by several parameters including growth patterns, economic development, township land use plans, and protection of water quality, and

Whereas the Sewer Master Plan recommended providing sanitary sewer services to the area known as the Central Alum Creek Service Area, and

Whereas to assist in the sewer planning for this area, the County is in need of a various consultant services, and

Where as the requested services are exclusive of Professional Engineering and Surveying services as defined by the Ohio Revised Code, and

Whereas the County has developed bid documents for the desired services.

Therefore be it resolved that the Board County Commissioners set the time and date to receive bids for Consultant Services for general planning and permitting of the Central Alum Creek Sanitary Sewer Improvements on **August 6th 2008 at 4:00 pm.**

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

RESOLUTION NO. 08-870

IN THE MATTER OF EXECUTING A SERVICE AGREEMENT WITH MALCOLM PIRNIE, INC. TO PROVIDE CONSTRUCTION ENGINEERING SERVICES FOR THE CENTRIFUGE DEWATERING FACILITY IMPROVEMENTS (DCRSD 08-1):

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

Whereas the County has previously executed an agreement with Peterson Construction Company, Inc. to install the Centrifuge Dewatering Facility Improvements (DCRSD 08-1) at the Olentangy Environmental Control Center, and

Whereas the County needs assistance in reviewing shop drawings, request for information and other project engineering tasks to insure the contractor has complied with the project’s requirements, and

Whereas the County requested technical proposals from the group of pre-qualified engineering firms to provide these services, and

Whereas the County evaluated the received proposals and has deemed Malcolm Pirnie Inc. to have submitted the most responsive technical proposal, and

Whereas the County has negotiated an equitable fee for the requested construction engineering services.

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Therefore be it resolved that the Board of County Commissioners approve the agreement with Malcolm Pirnie, Inc. to provide construction engineering services for the Centrifuge Dewatering Facility Improvements (DCRSD 08-1).

Furthermore be it resolved that the Board of County Commissioners approve the following supplemental appropriation and purchase order request:

Supplemental Appropriations Approval

66611903-5310 for \$236,700.00

Purchase Order Approval

66690301-55310 for \$236,700.00 to Malcolm Pirnie, Inc.

AMENDMENT NO. 1
TO THE
AGREEMENT FOR PROFESSIONAL SERVICES
BETWEEN
THE DELAWARE COUNTY BOARD OF COMMISSIONERS
AND
MALCOLM PIRNIE, INC.

Residuals Master Plan Phase 1 Implementation
Project Number 3338 006

An **Agreement** was executed on July 13, 2006, between the Delaware County Board of Commissioners [Client], having its principal place of business at 50 Channing Street, Delaware, Ohio 43015 and Malcolm Pirnie, Inc. [Malcolm Pirnie], having its principal place of business at 104 Corporate Park Drive, White Plains, New York 10602, and having an office at 1900 Polaris Parkway, Columbus, Ohio 43240-2020 .

Under the Agreement, Malcolm Pirnie provides certain professional engineering services related to detail design for sludge dewatering and conveying facilities [Assignment] at the Olentangy Environmental Control Center [Site], Ohio [State].

Client and Malcolm Pirnie now desire to amend the Agreement to include the amended Services as described below.

In consideration of the mutual promises in the Agreement, Client and Malcolm Pirnie agree to amend the Agreement as the following:

1. **Scope of Amended Services.** Provision of Construction Phase Services for the Centrifuge Dewatering Facility Improvements at the Olentangy Environmental Control Center.
2. **Schedule of Amended Services.**
 - a. Add the attached Schedule A1, Construction Administration and Project Engineering Services.
 - b. Add the attached Schedule A2, Resident Project Engineer Representative Services.
 - c. Add the attached Schedule A3, Record Drawing Services.
3. **Compensation for Amended Services.**
 - a. Replace Page 1 of Schedule C of the Original Agreement with the attached Page C-1.
 - b. Add attached Pages C-5, C-6, and C-7 at the end of Schedule C.

Other Provisions. Except as amended herein, all other provisions, terms and conditions in the Agreement shall remain in full force and effect.

Execution Authority. This Amendment to the Agreement is a valid and authorized undertaking of Client and Malcolm Pirnie. The representatives of Client and Malcolm Pirnie who have signed below have been authorized to do so.

Delaware County Board of Commissioners
Residuals Master Plan Phase 1 Implementation
Schedule A1
Scope of Construction Administration and Project Engineering Services

Note: For purposes of this Schedule, the expressions Contract Documents, Shop Drawing, and Change Order shall have the meanings given in the Construction Contract between Client and the Contractor.

1. **Conformed-to-Contract Drawings:**

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- a. For use by the Client and its representatives and the Contractors during construction, Malcolm Pirnie will prepare Conformed-to-Contract drawings that incorporate all addenda into the Bid Documents. This includes modifications to Project Manual and the Contract Drawings.

2. General Administration of Construction Contract:

- a. Malcolm Pirnie shall consult with and advise Client and act as Client's representative as provided in this Agreement. The scope for these services is for the Delaware County Regional Sewer District, Olentangy Environmental Control Center, Centrifuge Dewatering Facility Improvements.

3. Visits to Site and Observation of Construction:

In connection with observations of the work of Contractor while it is in progress:

- a. Malcolm Pirnie shall make visits to the site at intervals appropriate to the various stages of construction as Malcolm Pirnie and the client deems necessary to observe, as an experienced and qualified design professional, the progress and quality of the Contractor's work (Work). In addition, Malcolm Pirnie shall provide the services of a Resident Project Engineer Representative (Resident) at the site to provide more extensive inspection of the Work as requested by the client. Based on information obtained during such visits and on its inspections, Malcolm Pirnie shall endeavor to determine whether the Work is proceeding in accordance with the intent of the Contract Documents. Malcolm Pirnie shall keep Client informed of the progress of the Work.
- b. The Resident will be Malcolm Pirnie's employee and under Malcolm Pirnie's supervision. The duties and responsibilities of the Resident are set forth in Schedule A2.
- c. The purpose of Malcolm Pirnie's visits to and representation by the Resident at the site will be to provide for Client a greater degree of confidence that the completed Work will conform generally to the Contract Documents and that the integrity of the design concept as reflected in the Contract Documents has been implemented and preserved by Contractor.
- d. Malcolm Pirnie shall not, during such visits or as a result of observations or inspections of the Work in progress, supervise, direct or have control over the Work nor shall Malcolm Pirnie have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by Contractor, for safety precautions and programs incident to the work of Contractor or for any failure of Contractor to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor furnishing and performing the Work. Malcolm Pirnie can neither guarantee the performance of the Work by the Contractor nor assume responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents.

4. Defective Work:

- a. During its visits, Malcolm Pirnie may recommend the disapproval of or rejection of the Work to the client while it is in progress if Malcolm Pirnie believes that the Work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the Project as reflected in the Contract Documents.

5. Interpretations and Clarifications:

- a. Malcolm Pirnie shall issue necessary interpretations and clarifications of the Contract Documents and in connection therewith prepare Change Orders for execution by Client, if appropriate.

6. Shop Drawings:

- a. Malcolm Pirnie shall review and approve (or take other appropriate action) Shop Drawings, samples and other data which Contractor is required to submit. Such reviews shall be for conformance with the design concept of the Project as a functioning whole and compliance with the information given in the Contract Documents. Any approvals or other actions associated with the reviews shall not extend to means, methods, techniques, sequences or procedures of construction or to safety precautions and programs incident thereto.

7. Substitutes:

- a. Malcolm Pirnie shall evaluate and determine, in concert with the Client, the acceptability of substitute or 'equivalent' materials and equipment proposed by Contractor.

8. Inspections and Tests:

- a. Malcolm Pirnie shall recommend to the client, to require special inspection or testing of the work, and shall review all certificates of inspections, testings and approvals required by law or the Contract Documents to determine that both the content of the certificates and the certified inspection or test results comply substantially with such requirements.

9. Disputes between Client and Contractor:

- a. Malcolm Pirnie shall act as the initial interpreter of the requirements of the Contract Documents and judge

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of the acceptability of the work thereunder and make decisions on all claims of Client or Contractor relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents.

10. **Applications for Payment:** Client will review and approve all applications for payment.
11. **Contractor's Completion Documents:**
 - a. Malcolm Pirnie shall receive and review maintenance and operating instructions, schedules, guarantees, bonds and certificates of inspection, tests, approvals, and record documents which are to be assembled by Contractor in accordance with the Contract Documents. Such review is limited to determining that their content complies with the requirements of the Contract Documents. Malcolm Pirnie shall transmit the documents to Client with written comments.
12. **Final Inspections:**
 - a. Malcolm Pirnie shall conduct an inspection to determine if the work is substantially complete and a final inspection to determine if the completed Work is acceptable so that Malcolm Pirnie may recommend, in writing, final payment to Contractor. Malcolm Pirnie may give written notice to Client that the Work is acceptable (subject to any conditions therein expressed), but any such recommendation and notice will be subject to the limitations expressed in paragraph 10.c.
13. **Limitation of Responsibilities:**
 - A Malcolm Pirnie shall not be responsible for the acts or omissions of the Contractor, or of any subcontractor or supplier, or any of the Contractor's or subcontractor's or supplier's agents or employees or any other persons (except Malcolm Pirnie's own employees and agents) at the site or otherwise furnishing or performing any of the Work. However, nothing contained in paragraphs 1 thru 12, shall be construed to release Malcolm Pirnie from liability for failure to properly perform the duties and responsibilities assumed by Malcolm Pirnie in the Contract Documents.

**Delaware County Board of Commissioners
Residuals Master Plan Phase 1 Implementation
Schedule A2
Scope of Resident Project Engineer Representative Services**

The duties and responsibilities of the Resident Project Representative (Resident) are limited to those of Malcolm Pirnie in Schedule A1 and are further described as follows. The primary Resident will be the Delaware County Regional Sewer District. Malcolm Pirnie will assist the Delaware County Regional Sewer District on the tasks delineated below as requested up to the number of hours indicated in Schedule A2.

1. **General:**
 - a. The Resident is Malcolm Pirnie's agent at the site, will act as directed by and under the supervision of Malcolm Pirnie, and will confer with Malcolm Pirnie regarding Resident's actions. Resident's dealings in matters pertaining to the on-site Work shall in general be with the Client, Malcolm Pirnie and Contractor.. Resident's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor and Client. Resident shall generally communicate with Client with the knowledge of and under the direction of Malcolm Pirnie.
2. **Duties and Responsibilities:**

The Resident shall:

 - a. *Schedules:* Review the progress schedule, schedule of Shop Drawing submittals and schedule of values prepared by Contractor and consult with Malcolm Pirnie concerning acceptability.
 - b. *Conferences and Meetings:* Attend meetings with Contractor as requested by the client, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
 - c. *Liaison:*
 - 1) Serve as Malcolm Pirnie's liaison with Contractor, working principally through the Client's staff and Contractor's superintendent and assist in explaining the intent of the Contract Documents as necessary.
 - 2) Assist Malcolm Pirnie in serving as Client's liaison with Contractor when Contractor's operations affect Client's on-site operations.
 - 3) Assist in obtaining from Client additional details or information, when required for proper execution of the Work.
 - d. *Shop Drawings and Samples:*
 - 1) Record date of receipt of Shop Drawings and samples.
 - 2) Receive samples which are furnished at the site by Contractor and notify Malcolm Pirnie of availability of samples for examination.

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- 3) Advise the client, Malcolm Pirnie and Contractor of the commencement of any Work requiring a Shop Drawing or sample if the submittal has not yet been received and approved by Malcolm Pirnie.
 - e. *Review of Work, Rejection of Defective Work, Inspections and Tests:*
 - 1) Conduct on-site inspections of Work in progress to determine whether the Work is proceeding in general compliance with the Contract Documents.
 - 2) Report to Malcolm Pirnie and the client whenever Resident believes that any Work is unsatisfactory, faulty or defective, or does not conform to the Contract Documents, has been damaged, or does not meet the requirements of any inspection, test or approval required to be made. Advise the client and Malcolm Pirnie of Work that Resident believes should be corrected or rejected, should be uncovered for inspection, or requires special testing, inspection or approval.
 - 3) Verify that tests, equipment and systems startups, and operating and maintenance training are conducted in the presence of appropriate personnel, and that Contractor maintains adequate records thereof. Observe, record and report to the Client and Malcolm Pirnie appropriate details relative to the test procedures and startups.
 - 4) Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to Malcolm Pirnie.
 - f. *Interpretation of Contract Documents:* Report to the Client and Malcolm Pirnie when clarifications and interpretations of the Contract Documents are needed. Transmit to Contractor clarifications and interpretations issued by Malcolm Pirnie.
 - g. *Modifications.* Consider and evaluate Contractor's suggested changes to Drawings or Specifications and report to the client and Malcolm Pirnie with Resident's recommendations. Transmit Malcolm Pirnie's decisions to Client.
 - h. *Records:*
 - 1) Maintain at the job site orderly files for correspondence, reports of job conferences, Shop Drawings and samples, reproductions of original Contract Documents including all Addenda, Change Orders, Field Orders, additional Drawings issued subsequent to the execution of the Construction Contract, Malcolm Pirnie's clarifications and interpretations of the Contract Documents, progress reports, and
 - 2) Keep a diary or log book, recording Contractor hours on the job site, weather conditions, data relative to questions concerning Change Orders or changed conditions, list of job site visitors, daily activities, decisions, general observations, and specific, more detailed observations as in the case of test procedures. Send copies to Malcolm Pirnie at appropriate intervals.
 - 3) Record names, addresses and telephone numbers of all Contractors, subcontractors and major suppliers of materials and equipment.
 - i. *Reports:*
 - 1) Furnish reports at appropriate intervals to the Client and Malcolm Pirnie concerning progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and sample submittals.
 - 2) Consult with the Client and Malcolm Pirnie in advance of scheduled major tests, inspections or start of important phases of the Work.
 - 3) Draft proposed Change Orders, obtaining supporting information from Contractor, and recommend to Malcolm Pirnie.
 - 4) Report any accidents or unusual incidents to Malcolm Pirnie and Client immediately upon occurrence.
 - j. *Payment Requests:* Review Contractor's applications for payment for compliance with the requirements of the Contract Documents and forward with Resident's recommendations to Malcolm Pirnie. The Resident will note the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the site but not incorporated in the Work.
 - k. *Certificates, Maintenance and Operation Manuals:* During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be furnished by Contractor are appropriate to the items actually installed and in accordance with the Contract Documents. The Resident will have this material delivered to Malcolm Pirnie for review and forwarded to Client prior to final payment for the Work.
 - l. *Completion:*
 - 1) Before the Client issues a Certificate of Substantial Completion, assist the Client in submitting to Contractor a list of observed items requiring completion or correction.
 - 2) Determine whether necessary inspections and approvals by public agencies having jurisdiction over the Work have been performed and advise the Client and Malcolm Pirnie accordingly.
 - 3) Conduct a final inspection of the Work in the company of Malcolm Pirnie, Client, and Contractor and prepare a final list of items to be completed or corrected.
 - 4) Verify that all items on final list have been completed or corrected and make recommendations to the Client and Malcolm Pirnie concerning acceptance of the Work.
3. **Limitations of Authority:**
The Malcolm Pirnie's Resident:

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- a. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment unless authorized by Malcolm Pirnie.
- b. Shall not exceed limitations of Malcolm Pirnie's authority as set forth in this Agreement or the Contract Documents.
- c. Shall not undertake any of the responsibilities of Contractor, subcontractors or Contractor's superintendent.
- d. Shall not advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- e. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work.
- f. Shall not accept Shop Drawings or sample submittals from anyone other than Contractor.
- g. Shall not authorize Client to occupy the Project in whole or in part.
- h. Shall not participate in specialized field or laboratory tests or inspections conducted by others except as specifically authorized by Malcolm Pirnie.

Delaware County Board of Commissioners
Residuals Master Plan Phase 1 Implementation
Schedule A3
Scope of Record Drawing Services

Malcolm Pirnie will provide the following documents based on the contract documents prepared during the design phase:

1. Record Drawings:

After the Contractors' work has achieved final completion; Malcolm Pirnie shall prepare record drawings of all facilities constructed. For the purposes of this Agreement, Record Drawings are defined as revisions to the Conformed-to-Contract Drawings reflecting field changes, change orders and other changes which occur during construction of the Facilities. The information required to prepare the Record Drawings shall be provided to Malcolm Pirnie by the Contractor(s). Record Drawings as defined herein shall not mean producing any form of drawing which combines information from different construction contracts or otherwise producing drawings other than revisions to the original Contract Drawings as described herein nor does it include revisions to the Project Manual or specifications. Malcolm Pirnie will not be responsible for any errors in or omissions in the information provided by Contractor that is incorporated in the Record Drawings or other record documents. After noting the construction changes and field conditions on the Drawings, Malcolm Pirnie will provide one electronic copy in current AutoCAD Release format of the revised Drawings to the Client. In addition, Malcolm Pirnie will provide the Client with four sets of paper drawings.

Pricing Schedule

C.1The Pricing Schedule consists of this page plus the following documents, attached and made part of this Agreement:

- a. Schedule C – Design Cost Summary, page C-2.
- b. Schedule C – Preliminary Drawing List, pages C-3 and C-4.
- c. Schedule C – Cost Summary, page C-5.
- d. Schedule C – Cost Summary, page C-6.
- e. Schedule C – Cost Summary, page C-7.

TERMS OF PAYMENT

C.2 Terms of Payment

C.2.1 Multiplier. For Basic Services under Section 1, Client shall pay Malcolm Pirnie's actual Direct Labor Cost for each individual working on the project plus an Indirect Labor Cost of the Direct Labor Cost times a factor of 3.05

The cost of Malcolm Pirnie's services, including non-labor expenses, is:

All Scope Items per Schedule A except Scope Item B.8.	\$495,000
Scope Item B.8.	
(not to be initiated unless specifically directed by Delaware County)	\$ 25,000
SubTotal	\$520,000

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All Scope per Schedule A1 (Construction Administration)	\$203,800
All Scope per Schedule A2 (Resident Project Representation)	\$ 15,400
All Scope per Schedule A3 (Record Drawings)	<u>\$ 17,500</u>
SubTotal	\$236,700

C.3 **Reimbursable Expenses.** Except for certain in-house services, project expenses incurred with subcontractors and outside vendors will be invoiced at cost plus 10% to cover handling. These project expenses may include, but are not limited to: shipping charges; printing; supplies; equipment; traveling expenses; special insurance; licenses; permits; and subcontracted services.

In-house services not subject to handling costs are:

Computer usage:	\$3.96/per labor hour
Transportation:	\$0.56/mile for vehicles
Reproduction:	\$0.84/per labor hour
Specialty Equipment:	In accordance with a usage rate schedule

C.4 **Invoices.** Malcolm Pirnie will submit invoices to Client for each month during which services were performed.

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

DISCUSSION ON RECONSIDERATION OF AUTHORIZING THE USE OF DELAWARE COUNTY HUMAN RESOURCES EMPLOYEE RELATIONS FUNDS TO ASSIST IN FUNDING THE PURCHASE OF FRUIT, PUNCH AND OTHER AMENITIES FOR THE ANNUAL DELAWARE COUNTY EMPLOYEE HEALTH AND SAFETY FAIR

RESOLUTION NO. 08-871

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

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 9:50AM.

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

RESOLUTION NO. 08-872

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Evans, seconded by Mr. Ward to adjourn out of Executive Session at 11:10AM.

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

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

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Letha George, Clerk to the Commissioners