

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 4, 2008

THE BOARD OF COMMISSIONERS OF DELAWARE COUNTY MET IN REGULAR SESSION ON THIS DATE WITH THE FOLLOWING MEMBERS PRESENT:

Present: Glenn A. Evans, Kristopher W. Jordan, James D. Ward

7:30 PM Continuation Of The First Hearing For The Consideration Of The Chadwick Ditch No. 135 Ditch Petition Filed By Thomas C. Heston Jr. And Marlene Heston (Rutherford B. Hayes Service Building-Room G-35)

PUBLIC COMMENT

RESOLUTION NO. 08-909

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

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

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

RESOLUTION NO. 08-910

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0801

It was moved by Mr. Evans, seconded by Mr. Ward to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0801 and Purchase Orders and Vouchers as listed below:

Vendor	Description	Account	Amount
PO's			
Grady Memorial Hospital	Bloodwork for 2008 Health Fair	60211902-5340	\$ 5,500.00
ITT FLYGT Corporation	Tank Drain Replacement Pump	66690402-5450	\$11,000.00
JWC Environmental	Rebuild/Repair 2 Grinders OECC	66690302-5450	\$27,640.00
Mays Consulting & Evaluation Svcs	Infrared Study Plants & Pumpstations	66290302-5301	\$ 1400.00
Mays Consulting & Evaluation Svcs	Infrared Study Plants & Pumpstations	66290307-5301	\$ 200.00
Mays Consulting & Evaluation Svcs	Infrared Study Plants & Pumpstations	66290308-5301	\$ 200.00
Mays Consulting & Evaluation Svcs	Infrared Study Plants & Pumpstations	66290310-5301	\$ 200.00
Mays Consulting & Evaluation Svcs	Infrared Study Plants & Pumpstations	66290311-5301	\$ 200.00
Mays Consulting & Evaluation Svcs	Infrared Study Plants & Pumpstations	66290312-5301	\$ 200.00
Mays Consulting & Evaluation Svcs	Infrared Study Plants & Pumpstations	66290313-5301	\$ 200.00
Mays Consulting & Evaluation Svcs	Infrared Study Plants & Pumpstations	66290314-5301	\$ 200.00
Mays Consulting & Evaluation Svcs	Infrared Study Plants & Pumpstations	66290315-5301	\$ 200.00
Mays Consulting & Evaluation Svcs	Infrared Study Plants & Pumpstations	66290316-5301	\$ 200.00
Mays Consulting & Evaluation Svcs	Infrared Study Plants & Pumpstations	66290309-5301	\$ 200.00
Mays Consulting & Evaluation Svcs	Infrared Study Plants & Pumpstations	66290318-5301	\$ 400.00
Mays Consulting & Evaluation Svcs	Infrared Study Plants & Pumpstations	66290402-5301	\$ 1200.00
Mays Consulting & Evaluation Svcs	Infrared Study Plants & Pumpstations	66290407-5301	\$ 500.00
Mays Consulting & Evaluation Svcs	Infrared Study Plants & Pumpstations	66290408-5301	\$ 200.00
Mays Consulting & Evaluation Svcs	Infrared Study Plants & Pumpstations	66290409-5301	\$ 200.00
Mays Consulting & Evaluation Svcs	Infrared Study Plants & Pumpstations	66290410-5301	\$ 400.00
Mays Consulting & Evaluation Svcs	Infrared Study Plants & Pumpstations	66290411-5301	\$ 200.00
Mays Consulting & Evaluation Svcs	Infrared Study Plants & Pumpstations	66290412-5301	\$ 200.00
Mays Consulting & Evaluation Svcs	Infrared Study Plants & Pumpstations	66290413-5301	\$ 200.00
Mays Consulting & Evaluation Svcs	Infrared Study Plants & Pumpstations	66290602-5301	\$ 250.00
Mays Consulting & Evaluation Svcs	Infrared Study Plants & Pumpstations	66290607-5301	\$ 200.00
Mays Consulting & Evaluation Svcs	Infrared Study Plants & Pumpstations	66290608-5301	\$ 200.00
Mays Consulting & Evaluation Svcs	Infrared Study Plants & Pumpstations	66290609-5301	\$ 200.00
Mays Consulting & Evaluation Svcs	Infrared Study Plants & Pumpstations	66290610-5301	\$ 200.00
Mays Consulting & Evaluation Svcs	Infrared Study Plants & Pumpstations	66290702-5301	\$ 400.00
Mays Consulting & Evaluation Svcs	Infrared Study Plants & Pumpstations	66290707-5301	\$ 200.00
Mays Consulting & Evaluation Svcs	Infrared Study Plants & Pumpstations	66290802-5301	\$ 200.00
Mays Consulting & Evaluation Svcs	Infrared Study Plants & Pumpstations	6629902-5301	\$ 200.00
Mays Consulting & Evaluation Svcs	Infrared Study Plants & Pumpstations	66291002-5301	\$ 250.00

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 4, 2008

Mays Consulting & Evaluation Svcs	Infrared Study Plants & Pumpstations	66290306-5301	\$ 200.00
Mays Consulting & Evaluation Svcs	Infrared Study Plants & Pumpstations	66290402-5301	\$ 200.00
Vouchers			
Trident Group	Security	10011102-5301	\$ 9,942.29
AEP	Service	66290302-5338	\$33,837.71
K. H. Energy Services	Site Visit/MCC Specifications	66690301-5301	\$ 6,332.62
Farm Plan	Diesel Fuel for Medic Trucks	10011303-5228	\$ 5,123.57
Kohls Dept. Store	School Clothing	22411602-5215	\$ 1,870.22
Kohls Dept. Store	School Clothing	22411602-5215	\$ 1,732.92
Kohls Dept. Store	School Clothing	22411602-5215	\$ 1,480.76
Kohls Dept. Store	School Clothing	22411602-5215	\$ 1,495.52
Kohls Dept. Store	School Clothing	22411602-5215	\$ 1,872.70
Kohls Dept. Store	School Clothing	22411602-5215	\$ 2,226.13
Kohls Dept. Store	School Clothing	22411602-5215	\$ 1,231.44
Kohls Dept. Store	School Clothing	22411602-5215	\$ 1,994.97

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

RESOLUTION NO. 08 -911

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Environmental Services is requesting that John Feightner attend a Class III & IV Workshop on August 12-13 at a cost of \$295.00.

911 Department is requesting that Sharon Creamer, Kathy Coy, Cathy Jenkins, Yvette Hatten, Lise Sessley, and Cheryl Van Gundy attend the Command Vehicles and Specialty Units Rally at Delaware Career Center South on August 8, 2008

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

AUGUST AS CHILD SUPPORT AWARENESS MONTH IN DELAWARE COUNTY PRESENTATION WILL OCCUR ON THURSDAY AUGUST 7, 2008

RESOLUTION NO. 08-912

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR TARTAN FIELDS PHASE 20, PART B:

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

Tartan Fields, Phase 20, Part B

The County Engineer has reviewed the roadway construction of the road within the referenced subdivision and find it to be constructed in accordance with the approved plans. Therefore, it is his recommendation that the roadway within the referenced subdivision be accepted into the public system and that the **Concord Township Trustees** be notified of the action.

- An addition of 0.12 mile to **Township Road Number 1529, Raynor Court**

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

The County Engineer also requests approval to return the Bond being held as maintenance surety to the developer, NHG Development Group.

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

RESOLUTION NO. 08-913

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

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

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 4, 2008

Permit #	Applicant	Location	Type of Work
U08-076	AEP	BALE KENYON RD	INSTALL POLES

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

RESOLUTION NO. 08-914

IN THE MATTER OF APPROVING THE CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS, THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES AND THE DELAWARE AREA CAREER CENTER FOR THE ABLE PROGRAM

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

This Contract is entered into this 31st day of July, 2008 by and between the Delaware County Department of Job and Family Services (hereinafter, “DCDJFS”), whose address is 140 North Sandusky Street, 2nd Floor, Delaware, Ohio 43015, the Delaware County Board of County Commissioners (hereinafter, “Board”), whose address is 101 North Sandusky Street, Delaware, Ohio 43015, and the Delaware Area Career Center (hereinafter, “DACC”) whose North Campus address is 1610 State Route 521, Delaware, Ohio 43015 (hereinafter singly “Party,” collectively, “Parties”).

PRELIMINARY STATEMENTS

WHEREAS, the DACC operates the Adult Basic Literacy Education Program (“ABLE”) which provides various educational programs, classes, and services to adults in Delaware County, Ohio.

WHEREAS, DCDJFS has accepted federal TANF funds for state fiscal year 2009 (“SFY 2009”) to provide educational programs, classes, and services to adults as a part of its workforce development duties and needs to provide such services or contract out for services; and,

WHEREAS, the DACC is willing to provide such services or contract out for services; and,

WHEREAS, the DACC is willing to provide those services at an agreed-upon price.

STATEMENT OF THE AGREEMENT

NOW, THEREFORE, the Parties mutually agree as follows:

1. PURPOSE OF CONTRACT:

The purpose of this Contract is to state the covenants and conditions under which the DACC, for and on behalf of DCDJFS, will provide educational programs, classes, and services (hereinafter collectively “Services”) to adults in Delaware County, Ohio through ABLE. The DACC shall provide Services to adults eligible to receive such Services through ABLE in Delaware County, Ohio. Eligibility for participation in ABLE shall be determined by DCDJFS and/or DACC. Services to be provided through ABLE, the budget for such Services, and forms to be used in providing the Services are respectively described in detail and/or set forth in Appendix I (Statement of Work), Appendix II (Budget), and Appendix III (Forms) all of which are attached hereto and all of which by this reference are fully incorporated into and made a part of this Contract (hereinafter respectively “Appendix I,” “Appendix II,” and “Appendix III.”)

2. TERM:

This Agreement shall be effective August 4, 2008 retroactive to July 1, 2008, through June 30, 2009.

3. SCOPE OF SERVICES/DELIVERABLES:

The Services to be provided under this Contract to DCDJFS by the DACC are set forth and are more fully described in Appendix I.

4. FINANCIAL AGREEMENT:

A. PAYMENT PROCEDURES:

1. The DCDJFS shall reimburse the DACC in accordance with Appendix II for Services actually provided hereunder, as described above and in Appendix I.
2. To receive such reimbursement, the DACC shall submit to DCDJFS proper monthly invoices for Services actually provided. Such invoices shall be in accordance with Appendix I and shall include documentation, satisfactory to DCDJFS, of Services actually provided. Such reimbursement shall be paid by DCDJFS to the DACC within thirty (30) days of receipt by DCDJFS of proper monthly

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 4, 2008**

invoices and accompanying documentation.

B. MAXIMUM PAYMENT

The DACC agrees to accept as full payment for Services rendered in a manner satisfactory to DCDJFS, the lesser of the following: (1) The maximum amount of One Hundred Fifteen Thousand Five Hundred Thirty Dollars and No Cents (\$115,530.00) or (2) the amount of actual expenditures made by the DACC for purposes of providing the Services. It is expressly understood and agreed that in no event shall the total compensation to be reimbursed exceed the maximum of One Hundred Fifteen Thousand Five Hundred Thirty Dollars and No Cents (\$115,530.00). See Appendix II.

5. LIMITATION OF SOURCE OF FUNDS:

The DACC warrants that any costs incurred pursuant to this Contract will not be allowable to or included as a cost of any other federally or state financed program in either the current or a prior period.

6. DUPLICATE BILLING/OVERPAYMENT:

The DACC warrants that claims made to DCDJFS for payment, shall be for actual Services rendered and do not duplicate claims made by the DACC to other sources of funding for the same Services. In case of overpayments, the DACC agrees to repay the DCDJFS the amount of overpayment and that to which it is entitled.

7. INFORMATION REQUIREMENTS:

The DACC will provide such information to DCDJFS as is necessary to meet the specific fiscal and program requirements contained in this Contract. This shall include regular reports, at intervals to be determined by the Parties, of Services provided and outcomes achieved. Such reports shall be on forms included in Appendix III or as otherwise agreed by the Parties.

8. AVAILABILITY AND RETENTION OF RECORDS:

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

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

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

9. INDEPENDENT FINANCIAL RECORDS:

The DACC shall maintain independent books, records, payroll, documents, and accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Such records shall at all reasonable times be subject to inspection, review, and/or audit by duly authorized federal, state, local, or DCDJFS personnel.

10. SERVICE DELIVERY RECORDS:

The DACC shall maintain records of Services provided under this Contract. Such records shall be subject at all reasonable times to inspection, review or audit by duly authorized federal, state, local, and/or DCDJFS personnel.

11. RESPONSIBILITY FOR INDEPENDENT AUDIT:

The DACC agrees, if required by the director of DCDJFS, to have conducted an independent audit of

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 4, 2008**

expenditures and records of service delivery associated with this Contract. The DACC is responsible for any and all costs associated with such an independent audit and shall make copies of such independent audit available to DCDJFS without cost to DCDJFS.

12. RESPONSIBILITY OF AUDIT EXCEPTIONS:

The DACC agrees to accept responsibility for receiving, replying to, and/or complying with any audit exception by any appropriate federal, state, local, or independent audit authority that is in any way associated with this Contract. The DACC agrees to reimburse the DCDJFS and the Board the amount of any such audit exception.

13. INDEPENDENT CONTRACTORS:

The DACC shall act in performance of this Contract as an independent contractor. As an independent contractor, the DACC and/or its officers, employees, representatives, agents, volunteers and/or servants are not entitled to any of the benefits enjoyed by employees of the Board, DCDJFS, and Delaware County.

14. PARTIES RESPONSIBLE FOR THEIR OWN ACTIONS:

DCDJFS, the Board, and the DACC, as governmental entities/political subdivisions, lack authority to indemnify. As such, the Parties, agree to be and shall be responsible for their own actions and/or the actions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants resulting from the performance of and/or provision of services or programs under and/or pursuant to this Contract. Therefore, the Parties agree to be individually and solely responsible for any and all claims, lawsuits, liability, losses, damages, injuries (including death), and/or related expenses that each may incur as a result of their own actions and/or the actions of their respective board members, officials, officers, employees, agents, representatives, volunteers, and/or servants, in the performance of and/or provision of services or programs under and/or pursuant to this Contract.

15. RESPONSIBILITY FOR DCDJFS / COUNTY PROPERTY:

ABLE shall assume full responsibility for any damage to or loss of any DCDJFS and/or County property, including but not limited to, buildings, structures, vehicles, fixtures, furnishings, equipment, supplies, accessories and/or parts resulting in whole or part from any acts or omissions, seen or unforeseen, intentional or unintentional, known or unknown, of ABLE or any board members, officials, officers, employees, agents, representatives, volunteers, and/or servants of ABLE as related to this Contract or Services provided thereunder.

16. TERMINATION:

A. Termination for the Convenience:

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

B. Breach or Default:

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

C. Waiver:

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

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 4, 2008**

representative.

D. Loss of Funding

It is understood by the DACC that availability of funds for this Contract and thus this Contract is contingent on appropriations made by the Local, State and/or Federal governments. In the event that the Local, State and/or Federal reimbursement is no longer available to the DCDJFS, the DACC understands that changes and/or termination of this Contract will be required and necessary. To the extent permitted by law, the DACC agrees to hold harmless DCDJFS and the Board for any such changes and/or termination. Such changes and/or termination shall be effective on the date that the Local, State and/or Federal reimbursement is no longer available, or later as otherwise stipulated in writing by DCDJFS.

17. SAFEGUARDING OF CLIENT:

The Parties agree that the use or disclosure by any Party of any information concerning any individual eligible for Services provided pursuant to this Contract for any purpose not directly related with the administration of this Contract is strictly prohibited except upon the written consent of the DCDJFS and the individual or, if a minor, his/her responsible parent or guardian.

18. CIVIL RIGHTS:

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

19. ACCESSIBILITY OF PROGRAMS TO THE DISABLED/HANDICAPPED:

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

20. FAIR HEARING:

In accordance with state regulations, DCDJFS is charged with fulfilling responsibilities relative to appeals and/or state hearings brought or initiated by those receiving and/or participating in the Services. The DACC, its providers, and their respective officials, officers, employees, agents, representatives, volunteers, and/or servants agree to and shall be under the direction of the DCDJFS relative to any such appeals and/or state hearings. Additionally, the DACC, its providers, and their respective officials, officers, employees, agents, representatives, volunteers, and/or servants agree to assist in the informational gathering and support processes related to the appeals and/or state hearing process and participation in the state hearing and/or appeal itself.

21. DRUG-FREE WORKPLACE:

The DACC agrees to comply and certifies compliance with all applicable state and federal laws regarding drug-free workplace and shall have established and have in place a drug free workplace policy. The DACC shall make a good faith effort to ensure that all of its and any of its providers officials, officers, employees, agents, representatives, volunteers, and/or servants will not purchase, use, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

22. DMA FORM STATEMENT:

The DACC certifies that it does not provide material assistance to any organization on the United States Department of State Terrorist Exclusion list. Pursuant to R.C. § 2909.33, the DACC agrees make such certification by completing the declaration of material assistance/no assistance described in R.C. § 2909.33(A) and understands that this Contract 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 Contract and by this reference made a part of this Contract.

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 4, 2008

23. FINDINGS FOR RECOVERY:

The DACC certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

24. NOTICES:

All notices which may be required by this Contract or by operation of any rule of law shall be sent via United States certified mail, return receipt requested, and/or personally delivered to the following individuals at the following addresses and shall be effective on the date received:

DACC:

Sally Sutton
ABLE Project Director
DACC
1610 State Route 521
Delaware, Ohio 43015

DCDJFS:

Mona Reilly
Director
DCDJFS
140 N. Sandusky St., 2nd Floor
Delaware, Ohio 43015

25. PUBLICITY:

In any publicity release or other public reference, including media release, information pamphlets, etc. on the Serives provided under this Contract, it will be clearly stated that the project is partially funded by ODJFS, through the Delaware County Commissioners and the DCDJFS.

26. GOVERNING LAW:

This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.

27. SEVERABILITY:

If any item, condition, portion, or section of this Contract or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and be complied with.

28. ENTIRE AGREEMENT:

This Contract, along with all of its attachments, shall constitute the entire understanding and agreement between the Parties, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the Parties.

29. SIGNATURES:

Any person executing this Contract in a representative capacity hereby warrants that he/she has authority to sign this Contract or has been duly authorized by his/her principal to execute this Contract on such principal's behalf.

30. EFFECT OF SIGNATURE:

The signatures of the Parties below indicate that the signers and the entities that they represent agree to be bound by all the terms and conditions of this Contract.

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

RESOLUTION NO. 08-915

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

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

BASIC RATES

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 4, 2008

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
Deanna Lopez 1937 Royal Oak Drive Lewis Center, Ohio 43035	Infant	\$147.34	\$ 108.33	\$ 5.71
	Toddler	\$143.00	\$ 110.75	\$ 4.88
	Preschool	\$132.58	\$ 89.61	\$ 5.28
	School age	\$118.55	\$ 78.32	\$ 5.47
	Summer School	\$130.73	\$ 94.89	\$ 6.08

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

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

RESOLUTION NO. 08-916

IN THE MATTER OF APPROVING AN AMENDMENT TO THE OWNER-ARCHITECT AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS (OWNER) MADDOX-NBD (ARCHITECT) FOR THE EMERGENCY MEDICAL SERVICES STATION AND BACK-UP 911 FACILITY AT STATE ROUTE 36/37 AND AFRICA ROAD:

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

The following clarifications and support materials are being provided to update the Agreement signed by Commissioners J. Ward, K. Jordan and D. Martin and Mr. J. Maddox in December 2004. This Amendment is required due to the extensive time period the project has been delayed between phases; the addition of another parcel of land; and the revisions and additional requirements made to the program. This Amendment is also required to respond to the Owner requests for additional services.

11.2 BASIC COMPENSATION

11.2.1 Phase I – add the following:
Due to additional land purchased for the project and revisions to the program, additional programming and conceptual design services are required. Based on the new design influences, an additional fee for Phase I extended services shall be Twenty Thousand Dollars (\$20,000.00). This additional fee is based on the understanding that the Owner has finalized the program and concept by virtue of our May 27, 2008 meetings with County and EMSpersonnel. If additional time beyond the May 27, 2008 meeting is required of the Architect to revise the program and concepts, additional fees will be required based on hourly rates of the personnel involved for the extended services.

11.2.2 Phase II – add the following:
The probable construction cost range for the project is to be \$3,500,000.00 to \$3,750,000.00

11.3 COMPENSATION FOR ADDITIONAL SERVICES

11.3.1 and 11.3.2 Revise the sentence regarding the “Principals” compensation rate to read as follows:
Principals at a fixed rate of One Hundred Seventy Five Dollars (\$175.00) per hour. The Principals are: Jerry E. Maddox and Chris A. Bendinelli.

11.5.1 Add the following:
The new start date for the fifteen (15) months completion date is March 25, 2008.

ARTICLE 12 Add the following:

12.1 Per the Owner’s request, M-NBD will provide Additional Services through our Consultant, Floyd Browne Group, to assist the Owner with application for a variance from Berlin Township. The specific

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 4, 2008

- scope, terms and provisions for this additional service are defined in attached Exhibit A. The fee for this additional service is:
- Variance Assistance Services- Four Thousand One Hundred Forty Dollars (\$4,140.00).
- 12.2 Per the Owner’s request, M-NBD will provide additional services through our Consultant, Floyd Browne Group, to perform a Topographic and Boundary Survey for the project site and provide a Plat of Survey/Description. The specific scope, terms and provisions for these additional services are defined in the attached Exhibit B. The fees for these additional services are:
- Topographic & Boundary Survey- Ten Thousand Four Hundred Dollars (\$10,400.00).
 - Plat of Survey/Description- One Thousand Six Hundred Eighty Dollars (\$1,680.00).
- 12.3 Per the Owner’s request, Maddox-NBD will provide additional services through our Consultant, Floyd Browne Group, provide efforts to obtain a “Right in Only” permit from ODOT off of State Route 36/37. The specific scope, terms and provisions for these additional services are defined in the attached Exhibit C. The fee for these additional services is:
- ODOT Permit for “Right in Only” – Three Thousand Two Hundred Dollars (\$3,200.00)
- 12.4 Per the Owner’s request, Maddox-NBD will provide additional services through our Consultant, Floyd Browne Group, to provide Landscape Design Services. The specific scope, terms and provisions are defined in the attached Exhibit D. The fee for these services is:
- Landscaping Design – Two Thousand Six Hundred Dollars (\$2,600.00)
- 12.5 Per the Owner’s request, Maddox-NBD will provide additional services through our Consultant, Floyd Browne Group, to provide a Phase 1 ESA Update Service. The specific scope, terms and provisions are defined in the attached Exhibit E. The fee for these services is:
- Phase 1 ESA Update- Two Thousand Six Hundred Dollars (\$2,600.00)
- 12.6 The aggregate sum of the fees stated in Articles 12.1, 12.2, 12.3, 12.4 and 12.5 above will not exceed a total fee of Twenty Five Thousand Dollars (\$25,000.00) based on the understanding that the Owner will not request services in addition to the services defined in the scope statements in Exhibits A, B, C, D and E.
- 12.7 EXHIBITS:
- | | |
|--------------|--|
| Exhibit “A”: | Scope statement for Planning, Zoning Exhibit and Legal Description, and Setback Variance services. |
| Exhibit “B”: | Scope statement for Topographic, Boundary Survey, Plat Survey and Description services. |
| Exhibit “C”: | Scope statement of ODOT Permit Application services. |
| Exhibit “D”: | Scope statement of Landscape Architecture services. |
| Exhibit “E”: | Scope statement of Phase 1 Environmental Site Assessment (ESA) services. |
| Exhibit “F”: | Professional Liability Insurance, Comprehensive General, and Auto Liability. |
| Exhibit “G”: | Hourly Rate Schedule. |
| Exhibit “H”: | Worker’s Compensation Certificate. |

EXHIBIT “A”

DELAWARE COUNTY EMS @ STATE ROUTE 36/37 AND AFRICA ROAD

Floyd Browne’s Proposed Scope

The services to be performed by Floyd Browne in accordance with this exhibit are as follows:

PLANNING

Floyd Browne will prepare a final site layout for approval by the Owner once the final building footprint(s) are established and the final conceptual site plan is provided in digital format. We will assume this conceptual site plan has been reviewed and approved by the Owner and will not require additional modifications such as relocation of parking lot or building(s) and access changes. Preparation of the final site plan will include site details such as sidewalks, dumpster location(s), appropriate parking requirements, turning radii, sign location, etc. This layout will become the basis for the engineering plans which will also be used for the variance

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 4, 2008**

request. Also at this time, we will evaluate the site for any additional variances from the zoning code and advise the Owner accordingly.

ZONING EXHIBIT & LEGAL DESCRIPTION

Floyd Browne will develop a zoning exhibit and legal description for zoning purposes based on deed record and existing surveys. No field surveying will be done for this zoning information; all information will be based on existing and available survey records. The following items will be completed under this phase of the contract:

- Research existing survey records
- Legal description of the property (for zoning purposes only)
- Scaled drawing of Zoning Exhibit(s)

SETBACK VARIANCE

It is our understanding from discussions with the Owner that the site plan will require a variance from the Township's setback requirements. Floyd Browne will prepare the application and submittal to Berlin Township to request this variance; however, we cannot guarantee acceptance. This will include 15 sets of the following:

- Application
- Fee (to be paid by Owner)
- Exhibit showing adjacent property owners within 200' from site
- Site plan detailing the proposed setback variance
- Legal description of the property (as described above)
- Certified real estate tax mailing address list of the current property owners within 200 feet of the property and three (3) sets of mailing labels as required
- Preliminary meeting with the Township prior to submittal
- Attendance at one (1) administrative review/zoning appeals meeting

SUPPLEMENTAL SERVICES

Although not included herein, additional services may be required as the project progresses and can be provided if requested. These services may include services such as demolition plans, exhibits not included in the above scope of work, environmental assessments, soil borings, traffic studies, improvement plans within the R/W, wetland delineations or other services not included in the above scope of work.

Assumptions and Exclusions

Below is a list of assumptions and exclusions that apply to our proposal for technical services for this project. These items were considered while defining the scope and cost of our services.

These assumptions and exclusions also describe responsibilities both of Floyd Browne and the Owner, in the event there is a need for work outside the defined scope of services.

1. Owner will provide engineering and surveying data and other existing information in the Owner's possession to Floyd Browne that may be useful in the performance of the professional services described in the proposal. These items include Environmental Site Assessments, Wetland Delineations, Boundary Surveys, Topographic Surveys, ALTA Surveys, plans and specifications of existing facilities, electronic site plan (CAD) and similar documents.
2. This proposal has been based on a continuous project development process from start to finish. After the project is authorized, should the project be put on hold by the Owner, or otherwise be pursued in a start-stop-resume manner, Floyd Browne reserves the right to renegotiate the fees established herein to account for the extra costs resulting therefrom.
3. This proposal is based upon the current regulations of the applicable local, county and state regulatory agencies. While Floyd Browne does not anticipate major changes in these regulations, changes in rules adopted by the agencies during the project process may affect the fees quoted herein and Floyd Browne reserves the right to renegotiate such fees accordingly.
4. Fees for permits, plan reviews or any other fees to governmental agencies are not included in this proposal. It is the responsibility of the Owner to pay these fees at the time of submittal in any such fee is encountered.
5. Floyd Browne offers professional services and will work to accomplish the Owner's goals, but the fees established herein shall be paid regardless of the outcome. Floyd Browne will advise the Owner on the likely approvability of the project, but cannot guarantee that the desired approvals by regulatory agencies will be granted. Unfortunately, such approvability is not certain until the project has gone through the entire regulatory processes.

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 4, 2008**

6. Unless services related to rezoning have been specifically included in the proposal, it is assumed that this site is properly zoned for the development that Owner proposes. The Owner and/or his attorney are responsible for resolving any issues related to the zoning status that may surface

EXHIBIT "B"

DELAWARE COUNTY EMS @ STATE ROUTE 36/37 AND AFRICA ROAD

Floyd Browne's Proposed Scope

The project limits will be restricted to the three (3) tracts of land located at the southwest corner of US 36/SR 37 and Africa Road and consist of Parcel Numbers 41814001007001 (1 acre), 41814001007000 (2.32 acres) and 41814001008000 (1 acre). This will include the area along Africa Road to the south to accommodate the offsite sanitary force main. The services to be performed by Floyd Browne in accordance with this exhibit are as follows:

TOPOGRAPHIC SURVEY

Floyd Browne will perform the necessary surveying services to prepare a topographic survey of the project site and consist of one (1) foot contours to determine the proper earth work and drainage. The survey will be completed at predetermined intervals based on terrain and provide the locations of the physical evidence of structures and features that affect the project site.

BOUNDARY SURVEY

Floyd Browne will perform the necessary surveying services to complete a boundary survey of the project site.

Floyd Browne will review existing easements of record as shown within a current title report (provided by the Owner), to determine which easements may or may not affect the project area. The easements that affect the site shall be plotted in relation to our completed boundary.

PLAT OF SURVEY & DESCRIPTION

A plat of survey and metes/bounds description of the perimeter of the project site will be completed with the intent of combining the three (3) tracts of land. The said survey will be completed according the minimum requirements established by the Delaware County Engineer for the transfer of real property. Floyd Browne will obtain the approvals of the Delaware County Map Room and additional approvals, if needed, will be completed by the Owner.

SUPPLEMENTAL SERVICES

Although not included herein, additional services may be required as the project progresses and can be provided if requested. These services may include services such as demolition plans, exhibits not included in the above scope of work, environmental assessments, soil borings, traffic studies, improvement plans within the R/W, wetland delineations or other services not included in the above scope of work.

Assumptions and Exclusions

Below is a list of assumptions and exclusions that apply to our proposal for technical services for this project. These items were considered while defining the scope and cost of our services. These assumptions and exclusions also describe responsibilities both of Floyd Browne and the Owner, in the event there is a need for work outside the defined scope of services.

1. The Owner will provide a copy of the current title report and attachments.
2. The above scope of work does not include the location of trees. If it is determined that this service is needed, Floyd Browne can provide this service under a separate authorized contract at the time of your request.
3. The Owner will make all provisions for Floyd Browne personnel to enter upon public and private lands as required to perform the described services. The Consultant will notify the property owners each time prior to their arrival to do work on the site.
4. The Owner will provide all available engineering and surveying data and other existing information in the Owner's possession that may be useful in the performance of the services.
5. Other than the noted topographic survey and boundary survey and plat of survey/ description (if requested), no additional survey work (A.L.T.A., Mortgage Loans, etc.) is included in this proposal.

EXHIBIT "C"

DELAWARE COUNTY EMS @ STATE ROUTE 36/37 AND AFRICA ROAD

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 4, 2008**

Floyd Browne's Proposed Scope

The services to be performed by Floyd Browne in accordance with this exhibit are as follows:

ODOT PERMIT

The Owner desires to pursue a "right-in" only entrance to the site off US 36/SR 37 (not exit). This would require a driveway permit application to ODOT and a separate plan set for work within the ODOT R/W. Services will include:

- Project location map
- Site plan showing the driveway location and its geometrics as well as other existing access points within 1000' of the driveway, distances from nearest intersections, pavement edge, median and crossovers (supplemental GIS information will be used in addition to the topography as necessary)
- Profile and construction material of the driveway
- Narrative explaining the drainage design, drainage area map, drainage and storm sewer calculations as necessary
- Grading of the driveway and contours of the area
- Design of a storm sewer culvert with sizing calculations to meet ODOT criteria as needed and profile
- Respond to one (1) round of comments from ODOT; additional comments will be considered an additional service
- Attend one (1) meeting with ODOT and Client; additional meetings with the Client; additional meetings with the Client or ODOT will be considered an additional service and will be billed separately on a time and materials basis
- References to standard specifications and details will be made on the drawings, there will be no specification book for this project
- Bond submittal (bond provided by Owner)

Floyd Browne Group does not anticipate the need for additional survey work for this permit submittal. Should ODOT require this additional work, Floyd Browne Group will do so at the time of the Owner's request under a separate authorized contract. Also, Floyd Browne Group does not anticipate a traffic study or counts being required for this permit.

SUPPLEMENTAL SERVICES

Although not included herein, additional services may be required as the project progresses and can be provided if requested. These services may include services such as demolition plans, exhibits not included in the above scope of work, environmental assessments, soil borings, traffic studies, improvement plans within the R/W, wetland delineations or other services not included in the above scope of work.

Assumptions and Exclusions

Below is a list of assumptions and exclusions that apply to our exhibit for technical services for this project. These items were considered while defining the scope and cost of our services. These assumptions and exclusions also describe responsibilities both of Floyd Browne and the Owner, in the event there is a need for work outside the defined scope of services.

1. Owner will provide engineering and surveying data and other existing information in the Owner's possession to Floyd Browne that may be useful in the performance of the professional services described in the proposal. These items include Environmental Site Assessments, Wetland Delineations, Boundary Surveys, Topographic Surveys, ALTA Surveys, plans and specifications of existing facilities and similar documents.
2. Owner will make all provisions for Floyd Browne personnel to enter upon the subject property required to perform the described services. The Consultant will notify the property owners each time and prior to their arrival to do work on the site.
3. Permitting fees and any other fees to governmental agencies are not included in this proposal. It is the responsibility of the Owner to provide funds for the payment of these fees.
4. There are no guarantees of approvals. This is a professional service and will work to accomplish the Owner's goals, but fees shall be paid regardless of the outcome or the lack of approval. Unfortunately with this type of development, we cannot be sure if final approval will be received until it has gone through all of the regulatory agencies.
5. Services will be considered complete when all comments from reviewing agencies have been addressed and approval has been received from the reviewing agencies or a mutual understanding has been reached. Unreasonable delays and repeated changes by reviewing agencies may cause additional fees to be requested to this contract. Services requested after our plans are approved will be billed separately on a time and materials basis.
6. This proposal has been based on a continuous project development process from start to finish. After the project is authorized, should the project be put on hold by the Owner, or otherwise be pursued in a start-

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 4, 2008**

stop-resume manner, Floyd Browne reserves the right to renegotiate the fees established herein to account for the extra costs resulting therefrom.

7. It is assumed that no “ditch setback” and associated plans will be required. If a “ditch setback” plan is needed, a separate, authorized contract will be required.
8. It is assumed that sight distance is acceptable along both Africa Road and US 36/SR 37 and that no improvements (i.e. turn lanes or deceleration lanes) will be required along this ODOT roadway or considered as part of this contract.
9. Any revisions to the final site plan after final engineering has begun will result in additional costs that will be billed on a time and material basis.
10. Floyd Browne does not anticipate attending public meetings as part of this development, other than those noted above. If required, these meetings will be outside the above scope of work.
11. The project development process requires numerous professional services that may not be specifically included in the scope of services of this proposal. While Floyd Browne can provide many of these services if requested by the Owner, they will only be provided only through amendment to the fees and scope of services of this agreement.
12. Floyd Browne’s services will be considered complete when one (1) round of comments from reviewing agencies have been addressed and approval has been received from the reviewing agencies or the project has been terminated by the Owner. Services requested by the Owner after Floyd Browne’s plans are approved will be considered outside the scope of this agreement and will be completed after negotiation of an amendment to this agreement.
13. This proposal is based upon preparing a single set of construction documents. If the project is broken into phases requiring multiple sets of construction documents, preparation of the subsequent sets will result in additional charges to the Owner for these services.

EXHIBIT ‘D’

DELAWARE COUNTY EMS @ STATE ROUTE 36/37 AND AFRICA ROAD

Floyd Browne’s Proposed Scope

The services to be performed by Floyd Browne in accordance with this exhibit are as follows:

LANDSCAPE ARCHITECTURE

Floyd Browne will provide a landscape plan for the Client to satisfy the zoning requirements, the regulations of Berlin Township and the Client’s criteria. This will include:

- Landscape plan including notes and planting details for aid through the review and approval process
- One (1) meeting with the Client to discuss exhibits
- This scope does not include irrigation, signage, lighting or renderings

Any revisions to items provided by others that result in additional coordinate time and/or meetings will be billed separately on a time and material basis.

SUPPLEMENTAL SERVICES

Although not included herein, additional services may be required as the project progresses and can be provided if requested. These services may include services such as demolition plans, exhibits not included in the above scope of work, environmental assessments, soil borings, traffic studies, improvement plans within the R/W, wetland delineations or other services not included in the above scope of work.

Assumptions and Exclusions

Below is a list of assumptions and exclusions that apply to our proposal for technical services for this project. These items were considered while defining the scope and cost of our services. These assumptions and exclusions also describe responsibilities both of Floyd Browne and the Owner, in the event there is a need for work outside the defined scope of services.

1. Owner will provide engineering and surveying data and other existing information in the Client’s possession to Floyd Browne that may be useful in the performance of the professional services described in the proposal. These items include Environmental Site Assessments, Wetland Delineations, Boundary Surveys, Topographic Surveys, ALTA Surveys, plans and specifications of existing facilities and similar documents.
2. Owner will make all provisions for Floyd Browne personnel to enter upon the subject property required to perform the described services. The Consultant will notify the property owners each time and prior to their arrival to do work on the site.
3. This proposal is based upon the current regulations of the Delaware County Engineer’s Office and Berlin Township. While we do not anticipate major changes in their regulations, if changes occur it will affect our cost.

**COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 4, 2008**

4. Permitting fees and any other fees to governmental agencies are not included in this proposal. It is the responsibility of the Owner to provide funds for the payment of these fees.
5. Services will be considered complete when all comments from reviewing agencies have been addressed and approval has been received from the reviewing agencies or a mutual understanding has been reached. Unreasonable delays and repeated changes by reviewing agencies may cause additional fees to be requested to this contract. Services requested after our plans are approved will be billed separately on a time and materials basis.
6. This proposal has been based on a continuous project development process from start to finish. After the project is authorized, should the project be put on hold by the Owner, or otherwise be pursued in a start-stop-resume manner, Floyd Browne reserves the right to renegotiate the fees established herein to account for the extra costs resulting therefrom.
7. It is assumed that no "ditch setback" and associated plans will be required. If a "ditch setback" plan is needed, a separate, authorized contract will be required.
8. It is assumed that sight distance is acceptable along both Africa Road and US 36/SR 37 and that no improvements (i.e. turn lanes or deceleration lanes) will be required along this ODOT roadway or considered as part of this contract.
9. Floyd Browne does not anticipate attending public meetings as part of this development, other than those noted above. If required, these meetings will be outside the above scope of work.
10. The project development process requires numerous professional services that may not be specifically included in the scope of services of this proposal. While Floyd Browne can provide many of these services if requested by the Owner, they will only be provided only through amendment to the fees and scope of services of this agreement.
11. Services requested by the Owner after Floyd Browne's plans are approved will be considered outside the scope of this agreement and will be completed after negotiation of an amendment to this agreement.
12. This proposal is based upon preparing a single set of construction documents. If the project is broken into phases requiring multiple sets of construction documents, preparation of the subsequent sets will result in additional charges to the Owner for these services.

EXHIBIT 'E'

DELAWARE COUNTY EMS @ STATE ROUTE 36/37 AND AFRICA ROAD

Floyd Browne's Proposed Scope

The services to be performed by Floyd Browne in accordance with this exhibit are as follows:

PHASE 1 ENVIRONMENTAL SITE ASSESSMENT (ESA)

1. Perform a site reconnaissance of the property and facilities thereon for the presence, or likely presence, of hazardous substances or petroleum products.
2. Inquire about the site to appropriate regulatory enforcement agencies to obtain and review records that will help identify recognized environmental conditions in connection with the property, including a review of any pertinent records made available by the Owner pertaining to the site.
3. Conduct interviews with current owners, operators, and/or occupants of the site, to obtain site-specific information about the environmental status of the property.
4. Prepare a report with our findings and opinions regarding known or suspect environmental conditions associated with the property.
5. Floyd Browne will supply two (2) copies of the Phase 1 ESA report within three (3) weeks of authorization to proceed.

The Phase 1 Environmental Site Assessment (ESA) will be conducted in conformance with the guidelines presented in the ASTM Standard E 1527-05, the industry standard for ESA's. This environmental assessment does not include inspections for the presence of asbestos or lead-based paint, soil sampling of any kind, surface water or groundwater sampling of any kind, analytical testing of any kind, a radon evaluation, or a wetlands determination.

Assumptions and Exclusions

Below is a list of assumptions and exclusions that apply to our proposal for technical services for this project. These items were considered while defining the scope and cost of our services. These assumptions and exclusions also describe responsibilities both of Floyd Browne and the Owner, in the event there is a need for work outside the defined scope of services.

1. Owner will provide engineering and surveying data and other existing information in the Owner's possession to Floyd Browne that may be useful in the performance of the professional services described

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 4, 2008

- in the proposal. These items include Environmental Site Assessments, Wetland Delineations, Boundary Surveys, Topographic Surveys ALTA Surveys, plans and specifications of existing facilities and similar documents.
- Owner will make all provisions for Floyd Browne personnel to enter upon public and private lands as required to perform the described services. The Consultant will notify the property owners each time and prior to their arrival to do work on the site.
 - It is assumed that the acquisition or refinancing of the property does not require a Phase 1 ESA scope of work exceeding ASTM Standard E 1527-05.
 - This proposal covers only costs associated with the completion of the Phase 1 Environmental Assessment. Any additional studies desired based on the findings of this Phase 1 assessment will be quoted and completed based on a separate proposal.

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

RESOLUTION NO. 08-917

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Approval for Bill Jackson to be on leave without pay for pay periods 0801017,0801018,0801019 (ending September 1, 2008)

Approval for Rhonda Griffith to be on leave without pay for pay periods 0801017,0801018,0801019,0801020,0801021,0801022,0801023,0801024,0801025,0801026

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

RESOLUTION NO. 08-918

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR THE GREENS AT NORTHSTAR, PHASE 1:

It was moved by Mr. Ward, seconded by Mr. Evans to approve sanitary sewer plan for the Greens at Northstar, Phase 1 for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 08-919

IN THE MATTER OF APPROVING A SUPPLEMENTAL APPROPRIATION FOR ENVIRONMENTAL SERVICES:

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

Supplemental Appropriation

66611908-5450	URF Bent Tree/Machinery & Equip	\$	10,000.00
66611908-5316	URF Bent Tree/Permits	\$	300.00

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

7:30 PM Continuation Of The First Hearing For The Consideration Of The Chadwick Ditch No. 135 Ditch Petition Filed By Thomas C. Heston Jr. And Marlene Heston (Rutherford B. Hayes Service Building-Room G-35)

Ohio Revised Code 6131.60 Commissioner personally interested shall not act.

If one or more members of a board of county Commissioners are petitioners for an improvement or own land that will be taken, benefited, or damaged by the improvement petitioned for, the clerk of the board of county Commissioners shall notify the Judge Of The Court Of Common Pleas of the county who shall within 10 days appoint as may disinterested freeholder of the county as are necessary to take the place of the interested members. The appointees shall not be related by blood or affinity to the interested members. They shall before acting be sworn to perform faithfully and impartially the duties of the members in the matter of the improvement, which oath shall be signed by them and by the officer before whom the same is taken and filed with the clerk. Upon appointment and qualification the appointee shall, in the proceedings upon the improvement, perform all the duties of the disqualified members and shall receive from the general drainage

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 4, 2008

improvement fund the same per diem rate as the disqualified members receives, as shown by the record for such services, and the amount so paid shall be costs taxed in the proceedings.

Mr. Gary Skinner will be filling in for Commissioners Glenn Evans for the Chadwick Ditch Project

RESOLUTION NO. 08-920

7:30 PM – CONTINUATION OF FIRST PUBLIC HEARING FOR CONSIDERATION OF THE CHADWICK DITCH NO. 135 DITCH PETITION FILED BY THOMAS C. HESTON JR. & MARLENE HESTON:

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

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

RESOLUTION NO. 08-921

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

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

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

RESOLUTION NO. 08-922

IN THE MATTER OF CONTINUING THE PUBLIC HEARING FOR CONSIDERATION OF THE CHADWICK DITCH NO. 135 DITCH PETITION FILED BY THOMAS C. HESTON JR. & MARLENE HESTON, TO MONDAY OCTOBER 6, 2008 AT 8:00PM AT 101 NORTH SANDUSKY STREET:

It was moved by Mr. Skinner, seconded by Mr. Ward to Continue The Public Hearing For Consideration Of The Chadwick Ditch No. 135 Ditch Petition Filed By Thomas C. Heston Jr. & Marlene Heston, To Monday October 6, 2008 At 8:00PM At 101 North Sandusky Street.

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

RESOLUTION NO. 08-923

IN THE MATTER OF ACCEPTING THE RECOMMENDATION THAT THE LANDOWNERS AFFECTED BY THE CHADWICK DITCH NO. 135 RECEIVE A NOTICE OF THE CONTINUED HEARING BY REGULAR MAIL:

It was moved by Mr. Ward, seconded by Mr. Skinner to accept The Recommendation That The Landowners Affected By The Chadwick Ditch No. 135 Receive A Notice Of The Continued Hearing By Regular Mail.

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

There being no further business, the meeting adjourned.

Glenn A. Evans

COMMISSIONERS JOURNAL NO. 51 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD AUGUST 4, 2008

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners