

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 19, 2012

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

Present:
Ken O’Brien, Vice President
Tommy Thompson, Commissioner

Absent:
Dennis Stapleton, President

RESOLUTION NO. 12-259

IN THE MATTER OF APPROVING THE ELECTRONIC RECORD OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 15, 2012:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve the following:

WHEREAS, the Board of Commissioners of Delaware County, Ohio (the “Board”) met in regular session on March 15, 2012; and

WHEREAS, the Clerk of the Board has certified, pursuant to section 305.11 of the Ohio Revised Code, that the entire record of the proceedings at that meeting is completely and accurately captured in the electronic record of those proceedings;

NOW, THEREFORE, BE IT RESOLVED that the Board hereby approves the electronic record of proceedings at the previous meeting.

Vote on Motion Mr. Thompson Aye Mr. Stapleton Absent Mr. O'Brien Aye

PUBLIC COMMENT

ELECTED OFFICIAL COMMENT

RESOLUTION NO. 12-260

IN THE MATTER OF APPROVING PURCHASE ORDERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0316:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0316 and Purchase Orders as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account</u>	<u>Amount</u>
PO’ Increase			
Flow Line	OECC Letherlips	66211903-5328	\$ 10,000.00

Vote on Motion Mr. Stapleton Absent Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 12-261

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve the following:

Veterans Services is requesting that Don Deshazo attend the National Veterans Services Organization Annual Training Conference in Atlantic City, New Jersey June 2-9, 2012, at the cost of \$1,822.00 (Fund Number 10062601).

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Absent

RESOLUTION NO. 12-262

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

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve the following work permits:

Whereas, The Below Requests To Perform Work Within The Right Of Way Have Been Reviewed And Approved By The Delaware County Engineer;

Now Therefore Be It Resolved, That The Following Permits Are Hereby Approved By The Board Of Delaware County Commissioners:

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 19, 2012

Permit #	Applicant	Location	Type of Work
U12-016	AT&T	Harriot Road	Abandon cable
U12-017	United Telephone	Rome Corners Road	Directional bore fiber

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Absent

RESOLUTION NO. 12-263

IN THE MATTER OF AUTHORIZING THE PURCHASE OF TRUCKS AND EQUIPMENT FOR THE COUNTY ENGINEER’S OFFICE:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve the following:

WHEREAS, pursuant to section 5549.01 of the Revised Code, the Board of Commissioners (the “Board”) may purchase machinery and equipment for the construction, improvement, maintenance, or repair of the highways, bridges, and culverts under its jurisdiction as it deems necessary and may purchase automobiles for the use of the county engineer and the county engineer’s assistants when on official business; and

WHEREAS, the County Engineer’s Office has a need for additional trucks and a dump truck chassis for use in performing the office’s official duties; and

WHEREAS, the Board is a member of the State of Ohio’s cooperative purchasing program; and

WHEREAS, the trucks are available for purchase via the State of Ohio’s cooperative purchasing program; and

WHEREAS, the Board also participates in the Ohio Department of Transportation (ODOT) cooperative purchasing program; and

WHEREAS, the dump truck chassis is available for purchase via the ODOT cooperative purchasing program;

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

Section 1. The Board hereby authorizes the purchase of three (3) 2012 GMC Sierra 1500’s from Bob Ross Buick, Inc., at the price of \$21,602.00 per unit.

Section 2. The Board hereby authorizes the purchase of a 2013 dump truck chassis from Miami Valley International Truck, Inc., at the price of \$90,143.00.

Section 3. The purchase authorized in Section 1 hereof shall be subject to the contract and terms and conditions for Contract # RS900812 in the State of Ohio’s cooperative purchasing program, which is fully incorporated herein and of which the purchase orders shall be made a part.

Section 4. The purchase authorized in Section 2 hereof shall be subject to ODOT ITB # 023-12 in the ODOT cooperative purchasing program, which is fully incorporated herein and of which the purchase order shall be made a part.

Vote on Motion Mr. Stapleton Absent Mr. O'Brien Aye Mr. Thompson Aye

RESOLUTION NO. 12-264

IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF THE COMMUNITY DEVELOPMENT BLOCK GRANT ANNUAL PROGRAM INCOME REPORT WITH THE OHIO DEPARTMENT OF DEVELOPMENT, OFFICE OF COMMUNITY DEVELOPMENT, FOR THE PERIOD JANUARY 1, 2011, TO DECEMBER 31, 2011:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to authorize the submittal of the Annual Program Income Report:

WHEREAS, the U.S, Department of Housing and Urban Development (HUD) requires the state to maintain data on CDBG program income earned at the local level; and

WHEREAS, an annual program income report must be filed by recipients of CDBG funds having an open grant; and

WHEREAS, this report is separate from and in addition to the standard Semi-Annual Program Income Reports for Economic Development, Housing and Microenterprise Program Income Revolving Loan Funds; and

WHEREAS, Grantees that have an existing ED, Housing and Microenterprise Program Income are required to file this report; and

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 19, 2012

WHEREAS, Delaware County has no existing ED, Housing and Microenterprise Program Income.

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

Section 1. The Delaware County Board of Commissioners hereby authorizes the submittal of the Program Income Report for the period January 1, 2011 – December 31, 2011, with zero amounts to Ohio Department of Development, Office of Community Development.

Section 2. The Board of Commissioners authorizes the President of the Board to sign the Annual Report.

State of Ohio Small Cities CDBG Program
Sources and Uses of Other Program Income*

Community Name: _____ Signature: _____
The CEO of the community must sign to verify the accuracy of this report.

1. Sources and Uses of Program Income for the period of January 1, 2011 through December 31, 2011

Activity	Balance as of 12/31/2010	Income Earned from 01/01/2011 to 12/31/2011	Expenditures on Projects 01/01/2011 to 12/31/2011	Expenditures on Administration 01/01/2011 to 12/31/2011	Balance as of 12/31/2011	Outcomes for Projects 01/01/2011 to 12/31/2011
CDBG Downtown Revitalization	0	0	0	0	0	0
CDBG Disposition of Property	0	0	0	0	0	0
Other(specify)						
Other(specify)						

2. Projected Sources and Uses of Program Income for the period of January 1, 2011 to December 31, 2011

Activity	Balance on 12/31/11	Income Expected 01/01/2012 to 12/31/2012	Project Expenditures 01/01/2012 to 12/31/2012	Projected Administration Expenditures 01/01/2012 to 12/31/2012	Projected Balance on 12/31/2012	Projected Outcomes 01/01/2012 to 12/31/2012
CDBG Downtown Revitalization	0	0	0	0	0	0
CDBG Disposition of Property	0	0	0	0	0	0
Other(specify)						
Other(specify)						

*CDBG Economic Dev RLF Funds, CDBG & HOME Housing Program Income and Microenterprise Program Income are Reported on Semi-Annual Reports

Feb-12

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Absent

RESOLUTION NO. 12-265

IN THE MATTER OF APPROVING THE ENVIRONMENTAL REVIEW NOTICE TO PUBLIC OF A FINDING OF NO SIGNIFICANT IMPACT ON THE ENVIRONMENT (FONSI) COMBINED NOTICE AND NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS (NOI/RROF) AND REQUEST FOR RELEASE OF FUNDS AND CERTIFICATION (RROF) FOR FEDERALLY FUNDED STATE PROJECTS FOR THE FORMULA 2011 VILLAGE OF OSTRANDER STREET IMPROVEMENTS AND THE SUBMITTAL OF THE ENVIRONMENTAL REVIEW TO THE OHIO DEPARTMENT OF DEVELOPMENT, OFFICE OF COMMUNITY DEVELOPMENT (OCD):

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve the following:

WHEREAS, the Ohio Department of Development allocated \$153,000 in the Small Cities Community Development Block Grant (CDBG) funds under the Formula 2011 Program to Delaware County, and

WHEREAS, the Commissioners approved in Resolution No. 11- 781, dated June 25, 2011, to use Formula 2011 grant funds to assist Village of Ostrander with Street Improvements in the amount up to \$42,900, and

WHEREAS, Office of Community Development requires an Environmental Review to be submitted and released for the Street Improvements before any work can be started, and

WHEREAS, the Office of Community Development requires the publication in the Delaware Gazette of the Environmental Review Notice to Public of a Finding of No Significant Impact on the Environment (FONSI) Combined Notice for the Village of Ostrander Street Improvements, and

WHEREAS, the Request for Release of Funds and Certifications (RROF) for Federally Funded State Project for the Street Improvements needs to be submitted to the Office of Community Development.

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 19, 2012**

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

Section 1. The Delaware County Commissioners authorizes the publication in the Delaware Gazette of the Environmental Review Notice to Public of a Finding of No Significant Impact on the Environment (FONSI) Combined Notice for the Village of Ostrander Street Improvements funded by Formula 2011.

Section 2. The Delaware County Commissioners approve and authorize the President of the Board to execute and submit the Environmental Review Request for Release of Funds and Certifications (RROF) for Federally Funded State Projects for the Formula 2011 Village of Ostrander Street Improvements to the Office of Community Development.

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

**NOTICE TO PUBLIC OF A
FINDING OF NO SIGNIFICANT IMPACT ON THE ENVIRONMENT (FONSI)
COMBINED NOTICE**

Date of Publication; March 22, 2012

Delaware County Commissioners
101 N. Sandusky St.
Delaware, Ohio 43015
(740) 833-2100

To All Interested Persons, Agencies, and Groups:

Delaware County Commissioners proposes to request that the State of Ohio release Federal funds under Section 104 (g) of Title I of the Housing and Community Development Act of 1974, as amended; Section 288 of Title II of the Cranston Gonzales National Affordable Housing Act (NAHA), as amended; and/or Title IV of the Stewart B. McKinney Homeless Assistance Act, as amended; to be used for the following project(s):

Project Name: Village of Ostrander –Street Improvements

Source of Funding – CDBG Formula 2011

Describe the Purpose or Nature of the Project : Street Improvements- Sign Replacement: Main Street, 3rd Street, Carr Street, Loveless Street, Hill Street, North Street, Houston Street, Field Street, Henry Street, and High Street.. The service area for the Houston Street portion of the project includes the area adjacent to Houston and 4th Street from Houston to North Street. Main Street, crack sealing of 2,800 linear feet will be done on Main Street, and pavement repairs on Houston St. that has significant pavement failure. The Village will modify the project to include the addition of a surface wearing course overlay of Houston Street

Single year Project: Work for this project will be completed by December 31, 2012.

Location: Village of Ostrander

Estimated Cost of Project: \$42,900

Delaware County has determined that the project will have no significant impact on the environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act of 1969, as amended is not required.

Delaware County Economic Development Department has prepared an Environmental Review Record (ERR) for the project listed above. The ERR documents the environmental review of the project. The ERR is on file and available for the public's examination and copying, upon request, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday (except holidays) at 101 N. Sandusky St., Delaware, Ohio 43015.

No further environmental review of the project will be conducted prior to the request for release of Federal funds.

Delaware County Commissioners plans to undertake the project described above with the Federal funds cited above. Any interested person, agency, or group wishing to comment on the project or disagreeing with this Finding of No Significant Impact decision may submit written comments for consideration to the Delaware County Commissioners at the above listed address by 5:00 p. m. on April 10, 2012 which is at least 15 days after the publication of this combined notice. A notice regarding the responsible entity's intent to request the release of funds is listed immediately below.

NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS (NOI/RROF)

To All Interested Persons, Agencies, and Groups:

On or about, but not before, April 11, 2012, the Delaware County Commissioners will submit a request to the State of Ohio for the release of Federal funds under Section 104 (g) of Title I of the Housing and Community Development Act of 1974, as amended; Section 288 of Title II of the Cranston Gonzales National Affordable Housing Act (NAHA), as amended; and/or Title IV of the Stewart B. McKinney Homeless Assistance Act, as amended; to be used for the project listed above.

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 19, 2012

Delaware County Commissioners certifies to the State of Ohio that Commissioners Dennis Stapleton, in his capacity as President of County Commissioners, consents to accept the jurisdiction of Federal courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied.

The legal effect of the certification is that upon its approval, Delaware County may use the Federal funds, and the State of Ohio will have satisfied its responsibilities under the National Environmental Policy Act of 1969, as amended.

The State of Ohio will accept an objection to its approval of the release of funds and acceptance of the certification only if it is on one of the following grounds: (a) the certification was not, in fact, executed by the responsible entity’s Certifying Officer; (b) the responsible entity has failed to make one of the two findings pursuant to Section 58.40 or to make the written determination required by section 58.35, 58.47, or 58.53 for the project, as applicable; c) the responsible entity has omitted one or more of the steps set forth at subpart E of 24 CFR Part 58 for the preparation, publication, and completion of an Environmental Assessment; d) the responsible entity has omitted one or more of the steps set forth at subparts F and G of 24 CFR Part 58 for the conduct, preparation, publication, and completion of an Environmental Impact Statement; e) the recipient has committed funds or incurred costs not authorized by 24 CFR Part 58 before release of funds and approval of the environmental certification by the State; or f) another federal agency, acting pursuant to 40 CFR Part 1504, has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality.

Written objections must meet the conditions and procedures set forth in subpart H of 24 CFR Part 58, and be addressed to: State of Ohio Department of Development; Office of Community Development; Environmental Officer; P. O. Box 1001; Columbus, Ohio 43216-1001.

Objections to the Release of Funds on bases other than those stated above will not be considered by the State of Ohio. No objections received after May 2, 2012 (which is 15 days after it is anticipated that the State will receive a request for release of funds) will be considered by the State of Ohio.

The address of the certifying officer is:

Commissioner Dennis Stapleton
President of Delaware County Commissioners)
Delaware County
101 N. Sandusky Street
Delaware, Ohio 43015)

State of Ohio
Ohio Department of Development
Office of Housing and Community Partnerships (OHCP)

REQUEST FOR RELEASE OF FUNDS AND CERTIFICATION (RROF)
FOR FEDERALLY FUNDED STATE PROJECTS

Pursuant to Section 104 (g) of Title I, Housing and Community Development Act of 1974, as amended; Section 288 of the Cranston Gonzales National Affordable Housing Act (NAHA), as amended; and/or Title IV of the Stewart B. McKinney Homeless Assistance Act, as amended.

Part 1: General Information

1. CEO Name, Responsible Entity name, and Mailing Address: Dennis Stapleton, President Delaware County Commissioners 101 N. Sandusky St. Delaware, Ohio 43015 Phone: (740-833-2100) Fax: (740-833-2099)	2. Administering Agent name and Address: Dottie Brown, E. D. Specialist II Delaware County Economic Development 101 N. Sandusky St. Delaware, Ohio 43015 Phone: (740-833-2107) Fax: (740-833-2099)	Mail Form To: Ohio Department of Development Office of Community Development Environmental Review Specialist P. O. Box 1001 Columbus, Ohio 43216-1001 Phone: (614) 466-2285
---	--	---

Part 2: Listing Of Projects Requested For Release Of Funds

List the Activity, Project, and Grant below for which you are requesting the release of funds and removal of environmental grant conditions governing the use of the federal assistance

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 19, 2012

Grant Agreement No.:	Name of Project and Activity (as listed in Grant Agreement's Attachment A)	Activity No.	List the Amount of Federal Funds Budgeted for Each Activity	List the Activity Location, as Designated in the Grant Agreement	Describe the Entire (Aggregated) Project	Level of Environmental Finding: CE (Categorical Exclusion) EA (Environmental Assessment)
B-F-11-1AT-1	Formula 2011 Village of Ostrander-Street Improvements	02	CDBG Formula 2011 - \$42,900	Village of Ostrander-Street Improvements-	Sign Replacement: Main , 3 rd Street, Carr , Loveless, Hill, North, Houston Street, Field, Henry, and High Streets.. The service area for the Houston Street portion of the project includes the area adjacent to Houston and 4 th Street from Houston to North Street. Main Street, crack sealing of 2,800 linear feet will be done on Main Street, and pavement repairs on Houston St. includes the addition of a surface wearing course overlay	EA

Part 3: CEO Environmental Certification

With reference to the Projects identified on the reverse side of this form, I, the undersigned, chief executive officer, and certifying officer of the responsible entity, CERTIFY THAT: (Note: Items 4 and 5 below require additional action.)

1. The responsible entity has fully carried out its responsibilities for environmental review, decision making and action pertaining to the projects(s) listed herein.
2. The responsible entity has complied with the National Environmental Policy Act of 1969, as amended, (NEPA) and with the environmental procedures, permit requirements, and statutory obligations of the laws cited in 24 CFR 58.5 and 58.6 for each project listed herein.
3. The responsible entity has taken or will take into account the environmental criteria, standards, permit requirements, and other obligations applicable to each project(s) or program activity(ies), listed herein, under other Federal, State, and local laws that the responsible entity has the direct responsibility to comply with.
4. After considering the type and degree of environmental effects identified by the environmental review(s) completed for the proposed projects described herein, I have found that the proposal **(CHECK ONE)** ☐ DID ; OR; ☒ DID NOT ; require the preparation and dissemination of an ENVIRONMENTAL IMPACT STATEMENT.
5. **(STAPLE COPY(ies) OF NEWSPAPER NOTICE(S) HERE; i.e. NOI/RROF; Combined Notice; Floodplain/Wetland Notices.)** The responsible entity has, prior to submitting this request for the release of funds and certification, published, in the manner prescribed by 24 CFR 58.43, a notice(s) to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy(ies).
6. The dates upon which all statutory and regulatory time periods for review, comment, or other action, following the completion of the environmental review for the project(s)/program activity(ies), began and ended as indicated below in compliance with the procedures and requirements of 24 CFR Part 58. A summary of these dates are listed below:

Categorically Excluded Projects (CE)	Publication Date	Last Date of Local Comment Period	Date Certification Signed and Submitted	Estimated Last Date of State Objection Period	Type of Other Notices And Date Published

Environmental Assessment Projects (EA)	Publication Date	Last Date of Local Comment Period	Date Certification Signed and Submitted	Estimated Last Date of State Objection Period	Type of Other Notices And Date Published

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 19, 2012

	03/22/12	04/10/12	04/11/12	05/02/12	Public Hearing #1 – 02/14/11 Public Hearing #2 – 06/27/11 Combined Notice – 03/22/12
--	----------	----------	----------	----------	--

7. I am authorized to and do consent to assume the status of responsible federal official under the national Environmental Policy Act of 1969, as amended, and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provision of these laws apply to the State's responsibilities for environmental review, decision-making and actions that have been assumed by the responsible entity.
8. By so consenting, I have assumed the responsibilities for the conduct of environmental review, decision-making, and actions as to environmental issues, preparation and circulation of a draft, final, and supplemental environmental impact statements, and legal or cooperating agency responsibilities for preparation of such statements on behalf of state or federal agencies, including HUD and the State of Ohio, when these agencies consent to such assumptions.
9. I am authorized to and do accept, on behalf of the responsible entity and personally, the jurisdiction of the federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Vote on Motion Mr. Thompson Aye Mr. Stapleton Absent Mr. O'Brien Aye

RESOLUTION NO. 12-266

IN THE MATTER OF APPROVING THE AGREEMENT WITH CHRYATECH, INC. TO PROVIDE ASBESTOS SURVEY AND LEAD XRF TESTING FOR THE STRAND THEATRE RENOVATIONS:

It was moved by Mr. Thompson, seconded by Mr. O’Brien to approve the following:

WHEREAS, on October 4, 2010, the Delaware County Board of Commissioners (the “Board”) approved Resolution No. 10-1308 to use Revolving Loan Funds (RLF) to assist the Strand Theatre with ADA Renovation in the amount up to \$150,000.00; and

WHEREAS, the Commissioners approved in Resolution No. 11-598, dated June 6, 2011, to hire an architect to prepare the specifications for this project out of the \$150,000 in the amount not to exceed \$20,000.00; and

WHEREAS, the Project requires an asbestos survey and lead XRF testing because of the age of the building, and

WHEREAS, three proposals were received from qualified asbestos and lead testing companies for the interior renovation for the Strand Theatre; and

WHEREAS, the Strand Theatre Board and the Delaware County Economic Development Director recommend the firm of Chryatech , Inc, for the asbestos survey and the lead XRF testing; in the amount of \$1,800.00.

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

Section 1. The Delaware County Commissioners approves the agreement with Chryatech, Inc., in the amount of \$1,800.00 for the asbestos survey and lead XRF testing for the Strand Theatre renovations.

Section 2. This Resolution shall take effect and be in force immediately after its passage.

SERVICES AGREEMENT

ASBESTOS SURVEY AND LEAD XRF TESTING
FOR THE STRAND THEATRE RENOVATIONS

Section 1 – Parties to the Agreement:

This Agreement is entered into this 19th day of March, 2012, by and between the Delaware County Board of Commissioners, Delaware County, Ohio, 101 North Sandusky Street, Delaware, OH 43015 (the “County”), and Chryatech, Inc., 616 Hebron Road, Suite F, Heath, OH 43056 (“Consultant”).

Section 2 – Contract Administrator:

The County hereby designates the Delaware County Administrator as Administrator and agent of the County for all services performed under this Agreement. The Administrator shall have general supervision of the services and authority to order commencement or suspension of services.

Section 3 – Scope of Services:

Consultant shall provide services in accordance with its proposal dated February 21, 2012, which is attached hereto as Exhibit A and, by this reference, fully incorporated herein.

Section 4 – Compensation:

Compensation under this Agreement shall be as set forth in Exhibit A, for a total not to exceed One Thousand Eight

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 19, 2012**

Hundred Dollars and No Cents (\$1,800.00).

Section 5 – Payment:

Compensation shall be paid based upon invoices submitted to the Administrator by the Consultant on company letterhead clearly identified as an invoice with a sequential number provided. The County may request additional documentation substantiating said invoices, and the Consultant shall promptly submit documentation as needed to substantiate said invoices. The County shall pay approved invoices within 30 days of receipt.

Section 6 – Completion of Work, Delays and Extensions:

All Work associated with this Agreement shall be completed by the Consultant no later than _____. In the event that unforeseen and unavoidable delays prevent the timely completion of the Work provided under this Agreement, the Consultant may make a written request for a time extension, and the Administrator may grant such an extension, provided the Consultant has adhered to all other terms of the Agreement.

Section 7 – Insurance:

7.1 General Liability Coverage: Chryatech shall maintain commercial general liability insurance of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.

7.2 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all subcontractors, if any.

7.3 Additional Insured: The County, and its elected officials and employees, shall be named as additional insured with respect to all activities under this Agreement in the general liability policy required in Subsection 7.1.

7.4 Proof of Insurance: Prior to the commencement of any services under this Agreement, Consultant shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement and properly executed endorsements indicating the listing of additional insured in accordance with Subsection 7.3. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Indemnification:

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

Section 9 – Termination of Agreement:

The County may terminate this Agreement at any time for the convenience of the County, at which time the County shall provide written notice to the Consultant ordering termination of services. The Consultant shall immediately terminate services and submit a final invoice within thirty (30) days of receiving the Notice of Termination for services completed up to the date of termination. The County is not liable for payment for work performed after the date of termination.

Section 10 – Change in Scope of Work:

In the event that significant changes to the Scope of Services as defined in Section 3 are required during performance of the Agreement, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall take effect only upon approval by both parties in writing.

Section 11 – Ownership of Documents:

Upon completion or termination of the Agreement, the Consultant shall provide copies to the County of all documents created specifically for the purposes of this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any tangible written or electronic work, whether complete or incomplete, produced in accordance with the Agreement. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Miscellaneous Terms & Conditions:

12.1 Prohibited Interests: Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.

12.2 Entire Agreement: This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties. In the event of a conflict between the terms stated in this

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 19, 2012**

Agreement and the documents incorporated by reference, the terms stated in this Agreement shall take precedence.

- 12.3 Governing Law: This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 12.4 Headings: The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 12.5 Waivers: No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 12.6 Severability: If any item, condition, portion, or section of this Agreement or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Agreement and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with.
- 12.7 Findings for Recovery: Consultant certifies that it has no unresolved findings for recovery pending or issued against it by the State of Ohio.
- 12.8 Homeland Security: Consultant 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, Consultant 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.
- 12.9 Non-Discrimination/Equal Opportunity: Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.

Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.

Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.

Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.

- 12.10 Independent Contractor: Consultant agrees that no agency, employment, joint venture, or partnership has been or will be created between the parties hereto pursuant to the terms and conditions of this Agreement. Consultant also agrees that, as an independent contractor, it assumes all responsibility for any federal, state, municipal, or other tax liabilities along with workers compensation, unemployment compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 19, 2012

Exhibit A

CHRYATECH
I N C O R P O R A T E D
Quality 26 Years Integrity

February 21, 2012

Gardner Architects
P.O. Box 498
Delaware, Ohio 43015

Attn: Bruce Gardner

Re: ASBESTOS SURVEY & LEAD XRF TESTING PROPOSAL
STRAND THEATRE
28 E. Winter Street
Delaware, Ohio 43015

Bruce:

Chryatech, Inc. is pleased to submit for your review and approval this proposal for performing an asbestos survey and lead XRF testing associated with the structure referenced above. This asbestos survey will satisfy the inspection requirements of the EPA's Asbestos NESHAPs regulations (40 CFR Part 61) prior to renovation or demolition. To our knowledge no other asbestos sampling or lead testing data exists associated with this structure. We appreciate having this opportunity to assist you with the identification of potential environmental issues associated with this building.

This asbestos survey and XRF testing will be limited to those areas of this theatre that will be impacted by the scope of the renovation work as noted on your drawings A1.1, A1.3 and Partial First Floor New Construction Plan dated November 2011 that you provided me at our previous walk-through of these building areas.

ASBESTOS MATERIAL SAMPLING

Prior to the renovation of a building or portion of a building, applicable regulations [EPA's Asbestos NESHAP regulations (40 CFR Part 61, Subpart M)] require that any asbestos-containing materials (ACMs) or presumed asbestos-containing materials (PACM) that could be potentially impacted by the renovation work must be removed prior to the start of that renovation. Thus bulk sampling and analysis must be performed to confirm the scope of the asbestos abatement.

We propose to provide bulk sampling and analysis of the suspect asbestos-containing building materials in accordance with current EPA (40 CFR Part 61) and OSHA (29 CFR 1926.1101) requirements and sampling protocol. A report will be prepared including a listing of sampled materials, indicating the type and location of the sampled suspect asbestos-containing materials, the results of the sample analysis confirming the ACMs, and the quantities of confirmed and presumed ACMs. Laboratory analysis documentation will also be attached to this report. One

We are proud to be celebrating our 26th anniversary of serving our clients.

ENVIRONMENTAL CONSULTANTS
P.O. Box 1040, Newark, Ohio 43058-1040 (mail)
616 Hebron Road, Suite F, Heath, Ohio 43056 (delivery)

740/522-5564
740/522-8270 fax
cryatk@hotmail.com

**COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 19, 2012**

February 21, 2012
The Strand Theatre
28 E. Winter Street
Delaware, Ohio 43015
Asbestos Survey & Lead XRF Testing Proposal
Page 2

(1) electronic copy of this report will be transmitted to you for your use within one (1) week following receipt of the laboratory analysis results.

Bulk sample analysis will be performed by a NVLAP-accredited laboratory using Polarized Light Microscopy (PLM). The EPA recommends that for PLM results that are within the range of >1%-10% asbestos content that further analysis be performed to confirm the presence of asbestos. The microscopy method used for this more detailed analysis is the PLM "point count" method. This analysis method is also used to confirm if there are false-positive or false-negative results for initial PLM results in the range of >0-3%. This proposal includes the analysis of a maximum of twenty-four (24) bulk samples or bulk sample layers, which are analyzed separately by PLM and six (6) samples analyzed by the PLM "point count" analysis method.

The following is a general listing of suspect asbestos-containing building materials identified by my observations, which will be sampled and analyzed for the presence of asbestos.

- Plaster
- Resilient sheet flooring & mastic
- Gypsum board joint compound
- Carpet mastic
- Suspended acoustic ceiling tile
- Stainless steel sink undercoating
- Misc. materials not observed

All field technicians participating in the asbestos inspection and sampling activities will be certified by the Ohio Department of Health as "Asbestos Hazard Evaluation Specialists", as is required by Ohio law.

LEAD XRF TESTING

This testing would be defined as a "lead screening" of the painted or stained surfaces within the project areas. This proposal includes taking a maximum of 1.25 hours of XRF sampling [approximately sixty (60) XRF "shots"]. Specific selection of "shots" will be based on observed testing combinations (paint color, component and substrate). A report identifying the testing results will be e-mailed to you within one (1) week of the completion of the field. This XRF testing is a random testing of painted and stained surfaces only, and it is not a HUD or EPA lead-based paint inspection. No paint conditions will be assessed as a part of the scope of work. No bulk paint chip sampling will be performed.

Chryatech, Inc. proposes to perform this XRF testing in compliance with all applicable EPA, HUD and ODH rules, regulations and guidelines. All Chryatech, Inc. employees who perform this testing and report preparation are Ohio Department of Health (ODH) certified Lead Risk Assessors.

Lead-based paint testing will be performed with an X-Ray Fluorescence (XRF) analyzer. X-ray Fluorescence Analysis (XRF) is a non-destructive analysis performed in the field to verify the presence of lead, particularly in paint. Chryatech uses a Radiation Monitoring Devices, Inc.

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 19, 2012

February 21, 2012
The Strand Theatre
28 E. Winter Street
Delaware, Ohio 43015
Asbestos Survey & Lead XRF Testing Proposal
Page 3

(RMD) LPA-1 XRF analyzer (Serial No. ND 1400) to obtain and analyze select painted surfaces. Because the XRF device uses a radioactive element, Chryatech, Inc. is licensed by the State of Ohio, Department of Health, Bureau of Radiation Protection. Similarly, all Chryatech, Inc. employees using the XRF device have been trained by the XRF device manufacturer.

FEES SUMMARY

Chryatech, Inc. will provide the asbestos survey and lead XRF testing services noted above on a time-and-materials basis for the not-to-exceed fee of ONE THOUSAND EIGHT HUNDRED DOLLARS (\$1,800.00), based on the following schedule of rates.

Schedule of Rates:

- Principal\$100.00/hour
- Environmental Technician\$75.00/hour
- Analytical:
 - Asbestos PLM (24-hour TAT).....15.00 each
 - Asbestos PLM Point Count (24-hour TAT).....50.00 each
- Expenses:
 - Mileage0.50/mile

All services will be invoiced from port-to-port from Heath, Ohio. All field sampling and testing services will be completed in one (1) trip to the site.

BILLING

Billing will be submitted following the completion of all work and transmission of the reports. Payment for services will be due within thirty (30) calendar days of the billing and we reserve the right to charge interest at a rate of 18% per annum on all unpaid balances.

INSURANCE

Two million dollars in Professional Liability Insurance, General Liability Insurance and Worker's Compensation Insurance are provided. Certificates confirming said insurance coverage can be forwarded to you upon request.

Chryatech, Inc. is prepared to begin this work immediately. Your signature of approval on a copy of this letter, returned to our office, indicates your acceptance of these conditions and for us to proceed with this work as directed. Should you wish to endorse a more formal agreement, we would be most pleased to discuss these terms with you at your convenience.

We very much appreciate having this opportunity. Should you have any questions concerning this proposal, please contact me at your earliest convenience.

Vote on Motion Mr. Stapleton Absent Mr. Thompson Aye Mr. O'Brien Aye

RESOLUTION NO. 12-267

IN THE MATTER OF AUTHORIZING THE SUBMITTAL OF THE COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) FORMULA 2010 FINAL PERFORMANCE REPORT WITH THE OHIO DEPARTMENT OF DEVELOPMENT (ODOD), OFFICE OF COMMUNITY DEVELOPMENT:

It was moved by Mr. Thompson, seconded by Mr. O'Brien to authorize the submittal of the following report:

WHEREAS, the Ohio Department of Development awarded \$166,000 in Fiscal Year 2010 Small Cities Community Development Block (CDBG) grant funds under the Formula Program to Delaware County; and

WHEREAS, funding to Delaware County through the Formula 2010 CDBG Formula Program, is intended to assist communities within Delaware County with necessary and useful public programs, which are responsive to State and National program objectives and qualification criteria for this program, and

WHEREAS, the Ohio Department of Development requires Delaware County to submit a Final Performance Report of the CDBG Formula 2010 for their review.

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

Section 1. The Delaware County Board of Commissioners hereby authorizes the submittal of the CDBG Formula 2010 Final Performance Report to Ohio Department of Development, Office of Community Development..

Section 2. The Delaware County Board of Commissioners hereby authorizes the President of the Board to sign the CDBG Formula 2010 Final Performance Report.

COMMISSIONERS JOURNAL NO. 56 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 19, 2012

State of Ohio
Office of Housing and Community Partnerships
Certificate of Completion

Grantee: Delaware County Grant Number: B-F-10-1AT-1

Grant Amount: \$166,000.00

1. Amount of grant funds expended per Final Performance Report.

\$165,903.43
2. Amount of grant funds returned to OHCP.

0
3. Amount of grant funds expended subsequent to submission of Final Performance Report.

0
- List activities undertaken with these funds:

Ashley- Street Improvements

Ostrander – Sidewalk Improvements

Public Service – Family Promise –Van

Fair Housing

Admin
4. Amount of grant funds not drawn.

\$96.00
5. Total of funds expended, returned and not drawn.
(Sum of lines 1-4)

\$165,999.43
6. Are there any unsettled third-party claims at this time?

Yes

No

X

Vote on Motion Mr. O'Brien Aye Mr. Thompson Aye Mr. Stapleton Absent

COMMISSIONERS' COMMITTEES REPORTS

Commissioner Thompson
-Friday's Strand Theater Meeting Was Not Able To Happen Will Be Rescheduled

Commissioner O'Brien
-No Additional Comments

RESOLUTION NO. 12-268

IN THE MATTER OF ADJOURNING INTO EXECUTIVE SESSION FOR CONSIDERATION OF
DISCIPLINE OF A PUBLIC EMPLOYEE OR PUBLIC OFFICIAL:

It was moved by Mr. Thompson, seconded by Mr. O'Brien to adjourn into Executive Session at 9:42AM.

Vote on Motion Mr. Thompson Aye Mr. O'Brien Aye Mr. Stapleton Absent

RESOLUTION NO. 12-269

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Thompson, seconded by Mr. O'Brien to adjourn out of Executive Session at 10:12AM.

Vote on Motion Mr. Stapleton Absent Mr. O'Brien Aye Mr. Thompson Aye

There being no further business, the meeting adjourned.

Ken O'Brien

Dennis Stapleton

Tommy Thompson