

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 15, 2007

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

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

PUBLIC COMMENT

RESOLUTION NO. 07-280

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD MARCH 8, 2007 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve the resolutions and records of the proceedings from regular meeting held March 8, 2007 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. 07-281

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR039 & CMAPR0314 :

It was moved by Mr. Ward, seconded by Mr. Jordan to approve payment of warrants in batch numbers CMAPR039 & CMAPR0314 and Purchase Orders and Vouchers as listed below:

Purchase Orders			
Vendor	Description	Account Number	Amount
City of Dublin	Reim to Dublin for Sewer	65211905-5319	\$ 120,000.00
Quandel Group Inc.	Construction Management CFOA	43111424-5410	\$ 231,800.00
Increases			
Eckerd Youth Alternatives	Residential Treatment	22511608-5342	\$ 6,045.00
Andrew Greenbaum	Travel	22511607-5350	\$ 5,000.00
Michael Husch	Travel	22511607-5350	\$ 5,000.00
Delaware Cab	Transportation	22511607-5355	\$ 10,000.00
Grady Memorial Hospital	Medical Services	22511607-5348	\$ 3,000.00
Child Care Unlimited	Child Care	22411610-5348	\$ 10,000.00
Village Network	Residential Treatment	22511607-5342	\$ 150,000.00
Village Network	Residential Treatment	22511608-5342	\$ 50,000.00
Decrease			
Eckerd Youth Alternatives		22511607-5342	\$ 6,045.00
Vouchers			
Eckerd Youth Alternatives	Residential Treatment	22511607-5342	\$ 6,045.00
Del./Union Educational Center	TANF/After School Program	22411601-5348	\$ 19,214.32
Liberty Community Center	Day Care	2241610-5348	\$ 10,369.86
The Learning Center of Sunbury	Day Care	22411610-5348	\$ 7,882.04
Pitney Bowes	Postage for County Offices	10011105-5331	\$ 20,000.00
Village of Sunbury	Kintner Pkwy 36/37/80% of Consulting Group	40811416-5349	\$ 23,972.80
Today’s Learning Child	Day Care	22411610-5348	\$ 11,430.80
House of New Hope Inc.	Residential Treatment	22511607-5342	\$ 6,054.16
Pomegranate Health Systems	Residential Treatment	22511608-5342	\$ 8,820.00
Toddler Inn	Day Care	22411610-5348	\$ 10,240.23
Toddler Inn	Day Care	22511607-5348	\$ 536.84
Siemens	Bioxide Chemicals/Pump Stations	65211905-5290	\$ 14,124.25
Memo Transfer Voucher			
From	To		
Children’s Services	Juvenile Incentives Grant		
22511607-5348	27126310-4230		\$ 5,000.00

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Children’s Services	Juvenile Incentives Grant					
22511607-5348	27126310-4230			\$		63.34
Vote on Motion:	Mr. Evans	Aye	Mr. Ward	Aye	Mr. Jordan	Aye

RESOLUTION NO. 07-282

IN THE MATTER OF APPROVING A LIQUOR LICENSE TRANSFER REQUEST FROM ARUN INC. DBA RED BANK FOOD & BEVERAGE TO EURO SPIRITS LLC AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO OBJECTIONS AND NO REQUEST FOR A HEARING:

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Genoa Township Trustees that Euro Spirits LLC located at 7001 A Sunbury Road, Genoa Township, Westerville, Ohio has requested a transfer of the C1, C2, D6 and D8 permits from Arun Inc. DBA Red Bank Food & Beverage also located at 7001 A Sunbury Road, Genoa Township, Westerville, Ohio 43082, and

Whereas, the Genoa Township Trustees have stated they have no objection, the Delaware County Sheriff has responded--no known reason for a hearing to be requested and the Delaware County Commissioners have received no objections.

Therefore Be it Resolved, The Clerk of the Board shall complete the necessary forms and notify the Ohio Division of Liquor Control that no objections are made and no hearing is requested by this Board of County Commissioners.

Vote on Motion	Mr. Ward	Aye	Mr. Jordan	Aye	Mr. Evans	Aye
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RESOLUTION NO. 07 -283

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Engineer is requesting that Junior Yates, Kevin Dramer, Phil Viers, Bob Walker, and Michael Foreman attend an Seminar on estimating of Highway Work Quantities at Moraine, Ohio on May 11, 2007 at a cost of \$325.00.

The Engineer is requesting that Phil Viers, Scott Powell, and Ray Brenner attend a Seminar on Road Drainage at Lebanon, Ohio on April 10, 2007 at a cost of \$195.00.

The Sanitary Engineer is requesting that Shawn Sellers, Eric Kletrovetz and Jack Smelker attend a” Sludge Happens: Biosolids Processing” seminar at Malcom Pirnie on March 14, 2007 at a cost of \$75.00

Job and Family Services is requesting that Mona Reilly and Steve Ehrle attend a Procurement/RFP Training in Licking County on March 23, 2007 at no cost.

The Prosecutor is requesting that D. Yost, B. Owen, P. Scarella, K. Roher, M. Hemmeter, D. Johnson, and K. Dotson attend the OPAA Spring Training Seminar in Columbus on April 12 & 13 at a cost of \$1320.00

Victims Services is requesting that Tabitha Bonifas attend the regional Domestic Violence Conference at Sandusky, Ohio on March 8-9, 2007 at a cost of \$110.00

Emergency Services is requesting to purchase supplies (books) for the Pediatric Life Advanced Life Support training to be held at the Hayes Building on May 1, 2007. The cost is \$1266.00

Emergency Services is requesting that Pete Halpin and Hiro Kobayashi attend WMD-EMS training in Anniston, Alabama on May 20-25, 2007 at no cost.

Vote on Motion:	Mr. Ward	Aye	Mr. Jordan	Aye	Mr. Evans	Aye
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RESOLUTION NO. 07-284

IN THE MATTER OF APPROVING THE TREASURER’S REPORTS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the Treasurer’s Report.

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Approval of Reports Dated January 31, 2007 and February 28, 2007

(Copy available for review at the Commissioners’ Office until no longer of administrative value.)

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

RESOLUTION NO. 07-285

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Jody Scheff with Job and Family Services has been promoted to Income Maintenance Worker III effective March 26, 2007

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

RESOLUTION NO. 07-286

IN THE MATTER OF APPROVING AND AMENDMENT TO A CHILD CARE SERVICES
CONTRACT BETWEEN THE DEPARTMENT OF JOBS AND FAMILY SERVICES, THE
DELAWARE COUNTY COMMISSIONERS AND KIMBERLY VAN DYKE:

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

AMENDMENT NO. 1

This amendment, effective February 28, 2007, is to amend the Purchase of Child Care Services Contract between the Delaware County Department of Job and Family Services and Kimberly VanDyke entered into on the 1st day of January, 2007.

Article 4. Cost and Delivery of Purchased Services:

(A) Payment Rates: The total amount of services to be reimbursed under this contract is increased from \$2,000 to \$6,000.

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

RESOLUTION NO. 07-287

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB
AND FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND CHILD CARE
PROVIDERS CHILDREN’S WORLD LEARNING CENTER AND TRI RIVERS DAY CARE
CENTER:

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

BASIC RATES

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

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

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

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

Child Care Provider		Full	Part Time	Hourly
Children’s World Learning Center 4235 Kimberly Parkway North Columbus, Ohio 43232	Infant	\$169.90	\$134.21	\$ 8.76
	Toddler	\$149.42	\$ 108.70	\$ 6.39
	Preschool	\$133.89	\$ 94.80	\$ 5.84
Child Care Provider	Infants	Toddlers	Preschool	School

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Tri-Rivers Daycare Center 2222 Marion. Gilead Road Marion, Ohio 43302	Infant Toddler Preschool	\$135.00 \$130.00 \$115.00	\$134.21 \$108.70 \$94.80	\$8.76 \$6.39 \$5.84

(A Copy of each of these contacts is available in the Commissioners’ Office until no longer of Administrative Value).

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

RESOLUTION NO. 07-288

IN THE MATTER OF APPROVING A PERSONNEL ACTION:

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

Approval for Rhonda Griffith to use Leave Without Pay for pay periods 0701007: 0701008: 0701009 ; 070110: 0701011: 0701012 ; 0701013

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

RESOLUTION NO. 07-289

IN THE MATTER OF AUTHORIZING THE TERMINATION OF AN ENTERPRISE ZONE AGREEMENT WITH D.M.I. DISTRIBUTION OF DELAWARE, OHIO INC.

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

WHEREAS, the City of Delaware (“City”) and Delaware County (“County”) have encouraged the development of real estate and investment in personal property within a certain area of the City of Delaware via the establishment of an Enterprise Zone Area; and

WHEREAS, the County, the City, and D.M.I. Distribution of Delaware, Ohio, Inc. (“DMI”), did enter into an Enterprise Zone Agreement dated November 30, 1995, in conjunction with a PROJECT to be undertaken on a 26-acre site located in the Delaware Industrial Park, at 1076 Pittsburgh Drive, Delaware, Ohio, known as the PROJECT site; and

WHEREAS, pursuant to said Enterprise Zone Agreement, DMI was to receive certain tax incentives as the investor in new real property improvements consisting of the construction of a new distribution facility, and investor in personal property consisting of new furniture and fixtures and new inventory, and as the creator of new full-time job opportunities and payroll at the PROJECT site; and

WHEREAS, it is understood by all Parties of the original Enterprise Zone Agreement, for the referenced PROJECT that the City of Delaware Tax Incentive Review Council (TIRC) determined on March 16, 2006 that the level of job and payroll creation, and total new investment committed to by DMI in said Enterprise Zone Agreement has not been achieved, and as a result, the TIRC has recommended that said Enterprise Zone Agreement be terminated; and

WHEREAS, the Council of the City of Delaware, through Resolution 06-27 passed on March 27, 2006, and the Board of County Commissioners of Delaware County, through Resolution 06-592 passed May 8, 2006, accepted the recommendations made by the TIRC, including the recommended termination of the Enterprise Zone Agreement with DMI; and

WHEREAS, Item 11 of said Enterprise Zone Agreement states that if DMI materially fails to fulfill its obligations under the terms of the Enterprise Zone Agreement, the City and County may terminate or modify the exemptions from taxation granted under said Enterprise Zone Agreement; and

WHEREAS, the Council of the City of Delaware, through Resolution 06-66 passed November 13, 2006, has approved the termination of tax exemptions granted to DMI in said Enterprise Zone Agreement.

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

- 1. Effective as of the date of the passage of this Resolution, the tax exemption granted to DMI for investment in real property improvements, as established in the Enterprise Zone Agreement dated November 30, 1995, for the PROJECT located at 1076 Pittsburgh Drive in the City of Delaware, Ohio, shall be terminated.
- 2. The Delaware County Director of Economic Development is directed to formally notify the Delaware

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County Auditor, the Ohio Department of Development, the Ohio Department of Taxation, the Delaware City School District and the Delaware Area Career Center of this action.

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

RESOLUTION NO. 07-290

IN THE MATTER OF AUTHORIZING THE ACCEPTANCE AND AWARDING OF THE BID AND APPROVING THE CONTRACT SUBMITTED BY THE SHELLY COMPANY FOR KINTNER US 36/SR 37 ROAD IMPROVEMENTS:

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

WHEREAS, the Ohio Department of Development provides financial assistance to local governments under the Community Development Block Grant (CDBG) Formula Program to Delaware County; and

WHEREAS, funding, in the amount \$100,000 from CDBG FY 06 fund, \$250,000 from Delaware County Revolving Loan Fund, \$175,000 from the Delaware County Development Fund, CDBG Economic Development Grant in the amount of \$450,000 and \$250,000 from the Village of Sunbury (Debt Obligation), and

WHEREAS, the project went out to bid and W. E. Stilson Consulting Group reviewed the bids received, and the bid submitted by The Shelly Company., in the of \$1,063,720 has been determined to be the lowest and best bid.

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

Section 1. That the Delaware County Board of Commissioners awards the bid to The Shelly Company to perform the Road Improvements as approved in the bid specifications.

Section 2. That the Delaware County Board of Commissioners agrees to the funding up to amount \$100,000 from CDBG FY 06 fund, \$250,000 from Delaware County Revolving Loan Fund, \$175,000 from the Delaware County Development Fund, CDBG Economic Development Grant in the amount of \$450,000 and \$250,000 from the Village of Sunbury.

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

Agreement

THIS AGREEMENT made this 12th day of March 2007, by and between, Shelly Co. hereinafter called the "Contractor" and Delaware County Commissioners, hereinafter called the "Owner".

WITNESSETH, that the Contractor and the owner for the considerations stated herein mutually agree as follows:

ARTICLE 1. Statement of Work.

The Contractor shall furnish all supervision, technical personnel, labor, materials, machinery, tools, equipment and services including utility and transportation services, and perform and complete all work required for the widening US 36/SR 37 from two lanes to three lands from Kintner Parkway to Miller Drive in the project; namely US 36/SR37 & Kintner Parkway Improvements.

Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as followed.

The proposed work consists of widening US 36/SR 37 from two lanes to three lanes from Kintner Parkway to Miller Drive; asphalt overlay of Kintner Parkway from US 36/SR 37 to Seltzer Court, intersection improvements and the installation of a traffic signal at US 36/SR 37 & Kintner Parkway, and new lighting on Kintner Parkway.

ARTICLE 2. The Contract Price.

The Owner will pay the Contractor for the total quantities of work performed at the unit prices stipulated in the Bid for the respective items of work completed for the sum One Million Sixty-Three Thousand Seven Hundred Twenty Dollars for Base Bid of \$1,024,500.00 and Alternate 1 in the amount of \$39,220.00 totaling \$1,063,720.00 subject to additions and deductions as provided in Section 109 hereof.

ARTICLE 3. Miscellaneous Provisions

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- 3.1 Homeland Security: Contractor 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, Contractor 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.
- 3.2 Findings for Recovery: The Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 3.3 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.
- 3.4 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.

ARTICLE 4. Contract

The executed contract documents shall consist of the following:

- a. This Agreement
- b. Addenda
- c. Invitation for Bids
- d. Instructions to Bidders
- e. Signed copy of Bid
- f. General Conditions, Parts I and II
- g. Special Conditions
- h. Technical Specifications
- i. Drawings (as listed in the Schedule of Drawings)

This Agreement, together with other documents enumerated in this ARTICLE 4 which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 4 shall govern, except as otherwise specifically stated.

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

RESOLUTION NO. 07-291

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS FOR THE
ECONOMIC DEVELOPMENT DEPARTMENT:

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

Supplemental Appropriations		Amounts
40811422-5301	Development Fund-Olentangy Crossing TIF- Professional Services	\$11,017.00

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

RESOLUTION NO. 07-292

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLAN FOR
GOLD’S GYM AT SAWMILL PARKWAY; OSAGE RIDGE SUBDIVISION NO. 2; AND RIVER
RUN SUBDIVISION :

It was moved by Mr. Jordan, seconded by Mr. Ward to approve sanitary sewer plan for Gold’s Gym at Sawmill Parkway, Osage Ridge Subdivision No. 2 and River Run Subdivision for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

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

RESOLUTION NO. 07-293

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IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS, AND LUDWIG ZAHN FOR EMERGENCY STRUCTURAL REPAIRS TO THE DELAWARE COUNTY SOLID WASTE TRANSFER STATION

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

THIS AGREEMENT is by and between Delaware County Board of Commissioners

(Owner) and Ludwig Zahn Construction, Inc.

(Contractor).

Owner and Contractor, in consideration of the mutual covenants set forth herein, agree as follows:

ARTICLE 1 - WORK

- 1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Structural repairs to Solid Waste Transfer Station located at 888 US 42 North, Delaware, Ohio 43015. Structural repairs include the rehabilitation of the existing building's east and west walls. Work is more completely described in the plans and specifications prepared by W.H. Shepherd P.E., Inc., dated February 12, 2007.

ARTICLE 2 - THE PROJECT

- 2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows: Structural repairs include the rehabilitation of the existing building's east and west walls. Work is more completely described in the plans and specifications prepared by W.H. Shepherd P.E., Inc., dated February 12, 2007.

ARTICLE 3 - ENGINEER

- 3.01 The Project has been designed by: *W.H. Shepherd, P.E., Inc.*, who is to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

ARTICLE 4 - CONTRACT TIMES

4.01 Time of the Essence

- A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 Days to Achieve Substantial Completion and Final Payment; Extensions

- A. The Work will be substantially completed by 30 calendar days after contract commencement, and completed and ready for final payment by 35 calendars after contract commencement.
- B. Reasonable extensions to the deadlines provided for in Paragraph 4.02.A shall be permitted as follows:

1. Where Contractor is prevented from completing any part of the Work within the Contract Times due to delay beyond the control of Contractor, the Contract Times will be extended in an amount equal to the time lost due to such delay, provided Contractor makes a written Claim to Owner for said extension. Delays beyond the control of Contractor shall include, but not be limited to, acts or neglect by Owner, acts or neglect of utility owners or other contractors performing other work, fires, floods, epidemics, abnormal weather conditions, or acts of God.
2. Contractor shall not be entitled to an extension for delays within the control of Contractor. Delays attributable to and within the control of a Subcontractor or Supplier shall be deemed to be delays within the control of Contractor.

4.03 Liquidated Damages

- A. Contractor and Owner recognize that time is of the essence of this Agreement and that Owner will suffer financial loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Paragraph 4.02.B. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and

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Contractor agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay Owner \$500.00 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$1000.00 for each day that expires after the time specified in Paragraph 4.02 for completion and readiness for final payment until the Work is completed and ready for final payment.

4.04 Termination

- A. Either party may, at any time, terminate this Contract without cause. Termination pursuant to this Paragraph shall take effect immediately upon receipt of the notice of termination by either party. Such a termination does not bar either party from pursuing a claim for damages for breach of this Contract. In the event of termination, Contractor shall be compensated for all work completed prior to the effective date of termination.
- B. If either party fails to substantially perform in accordance with the provisions of this Contract, the other party shall notify the party failing to perform in writing of the substantial failure of performance. Such written notice shall specifically state the nature of the substantial failure(s) of performance. If the party receiving such notice fails to correct the indicated substantial failure(s) of performance within ten (10) days of receiving such notice, this Contract may be terminated, for cause. Upon such termination, the parties shall be entitled to all such rights and remedies as the law may allow.
- C. Termination of this Contract, either with or without cause, shall not form the basis of any claim for loss of anticipated profits by either party.

ARTICLE 5 - CONTRACT PRICE

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the amounts determined below:

- A. For all Work other than Unit Price Work, a Lump Sum of:

<i>Twenty Seven Thousand, six hundred and five dollars</i>	<i>(\$27,605.00)</i>
(words)	(numerals)

ARTICLE 6 - PAYMENT PROCEDURES

6.01 Submittal and Processing of Payments

- A. Contractor shall submit to Engineer for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application for Payment and accompanied by such supporting documentation exhibiting the Work completed as of the date of the Application for Payment. Applications for Payment will be processed by Engineer. The Engineer shall make a recommendation to Owner for payment upon approval of the Application for Payment.

6.02 Progress Payments; Retainage

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 15 day of each month during performance of the Work. All such payments will be measured by the Owner as percent complete of the total scope of work.
 - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or Owner may withhold, including but not limited to liquidated damages;:
 - a. 92 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Owner, and if the character and progress of the Work have been satisfactory to Owner and Engineer, Owner, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and
 - b. 92 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).
 - 2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 92 percent of the Work completed, less such amounts as Owner shall determine and less 50 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

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6.03 Final Payment

A. Upon final completion and acceptance of the Work, the Owner shall pay the remainder of the Contract Price.

6.04 Interest

A. All monies not paid when due as provided shall bear interest at the rate of one percent (1.0%) per annum.

ARTICLE 7 - LIABILITY

7.01 Indemnification

- A. To the fullest extent permitted by Laws and Regulations, Contractor shall indemnify and hold harmless Owner and Engineer, and the officers, directors, partners, employees, agents, consultants and subcontractors of each and any of them from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to the performance of the Work, provided that any such claim, cost, loss, or damage is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including the loss of use resulting there from but only to the extent caused by any negligent act or omission of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work or anyone for whose acts any of them may be liable.
- B. In any and all claims against Owner or Engineer or any of their respective consultants, agents, officers, directors, partners, or employees by any employee (or the survivor or personal representative of such employee) of Contractor, any Subcontractor, any Supplier, or any individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation under Paragraph 6.20.A shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for Contractor or any such Subcontractor, Supplier, or other individual or entity under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- C. The indemnification obligations of Contractor under Paragraph 6.20.A shall not extend to the liability of Engineer and Engineer's officers, directors, partners, employees, agents, consultants and subcontractors arising out of:
 - 1. the preparation or approval of, or the failure to prepare or approve, maps, Drawings, opinions, reports, surveys, Change Orders, designs, or Specifications; or
 - 2. giving directions or instructions, or failing to give them, if that is the primary cause of the injury or damage.

7.02 Insurance

Contractor shall obtain and, at all times during the life of this Agreement, maintain sufficient insurance to cover its liability pursuant to this Agreement. Contractor shall present current certificates of insurance prior to commencement of this Agreement.

ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

8.01 In order to induce Owner to enter into this Agreement Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents and the other related data.
- B. Contractor has visited the Site and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents, and safety precautions and programs incident thereto.
- F. Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or

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data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
- H. Contractor has correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.
- I. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- J. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 9 - CONTRACT DOCUMENTS

9.01 Contents

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to _____).
 - 2. Plans and specifications prepared by W.H. Shepherd P.E., Inc., dated February 12, 2007
 - 3. Drawings consisting of 4 sheets with each sheet bearing the following general title: ***Transfer Station Structural Repairs***
 - 4. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Estimate (pages _____ to _____, inclusive).
 - 5. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
 - a. Notice to Proceed (pages _____ to _____, inclusive).
 - b. Work Change Directives.
 - c. Change Order(s).
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as follows:
 - 1. The Contract Documents may be amended to provide for additions, deletions, and revisions in the Work or to modify the terms and conditions thereof by either a Change Order or a Work Change Directive.
 - 2. The requirements of the Contract Documents may be supplemented and minor variations and deviations in the Work may be authorized, by one or more of the following ways:
 - a. A Field Order;
 - b. Engineer's approval of a Shop Drawing or Sample; or
 - c. Engineer's written interpretation or clarification.

ARTICLE 10 - MISCELLANEOUS

10.01 Definition of Terms

- A. Undefined Terms used in this Agreement shall have their common and ordinary meanings, subject to any specific meanings attributed to trade usage.

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- B. Wherever used in the Bidding Requirements or Contract Documents and printed with initial capital letters, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.
1. *Agreement* - The written instrument which is evidence of the agreement between Owner and Contractor covering the Work.
 2. *Application for Payment* - The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.
 3. *Change Order* - A document recommended by Engineer which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, issued on or after the Effective Date of the Agreement.
 4. *Claim* - A demand or assertion by Owner or Contractor seeking an adjustment of Contract Price or Contract Times, or both, or other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.
 5. *Contract* - The entire and integrated written agreement between the Owner and Contractor concerning the Work. The Contract supersedes prior negotiations, representations, or agreements, whether written or oral.
 6. *Contract Documents* - Those items so designated in the Agreement. Only printed or hard copies of the items listed in the Agreement are Contract Documents. Approved Shop Drawings, other Contractor's submittals, and the reports and drawings of subsurface and physical conditions are not Contract Documents.
 7. *Contract Price* - The moneys payable by Owner to Contractor for completion of the Work in accordance with the Contract Documents as stated in the Agreement.
 8. *Contract Times* - The number of days or the dates stated in the Agreement to: (i) achieve Milestones, if any, (ii) achieve Substantial Completion; and (iii) complete the Work so that it is ready for final payment.
 9. *Field Order* - A written order issued by Engineer which requires minor changes in the Work but which does not involve a change in the Contract Price or the Contract Times.
 10. *Specifications* - That part of the Contract Documents consisting of written requirements for materials, equipment, systems, standards and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable thereto.
 11. *Substantial Completion* - The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer or Owner, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.
 12. *Work* - The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction, and furnishing, installing, and incorporating all materials and equipment into such construction, all as required by the Contract Documents.

10.02 Assignment of Contract

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 Successors and Assigns

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Owner and Contractor each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 Severability

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 Survival of Obligations

All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract Documents, as well as all continuing obligations indicated in the Contract Documents, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

10.06 Entire Contract

The Contract Documents shall constitute the entire understanding and agreement between the Owner and the Contractor, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended as provided in this Agreement.

10.07 Independent Contractor

Contractor 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 Contract. Contractor also agrees that, as an independent contractor, Contractor 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.

10.08 Governing Law

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

10.09 No Waiver

No waiver of breach of any provision of this Contract shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Contract or any other provision hereof. No term or provision of this Contract shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.

10.10 Findings for Recovery

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

10.11 Homeland Security

Contractor 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, Contractor agrees to make such certification by completing the declaration of material assistance/nonassistance 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 Agreement and by this reference made a part of this Agreement.

10.12 Headings

Article and paragraph headings in this Agreement are inserted for convenience only and shall not affect the construction or interpretation of any of its provisions. This Contract shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.

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IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or identified by Owner and Contractor or on their behalf.

Approval of Purchase Order with Ludwig Zahn in the amount of \$27,605.00

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

RESOLUTION NO. 07-294

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY
COMMISSIONERS AND TRIDENT GROUP FOR SECURITY SERVICES:

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

SECURITY SERVICES AGREEMENT (“Agreement”) between Delaware County Board of
Commissioner_ (“Client”) and The Trident Group, Ltd. (“Company”) is dated as of _____,
and the parties agree as follows:

CLIENT INFORMATION

Service Address	Billing Address
Name: Delaware County Commissioners Street: 101 N. Sandusky St. City, State, Zip: Delaware, OH 43015	Name: Delaware County Commissioners Street: 101 N. Sandusky St. City, State, Zip: Delaware, OH 43015
Locations: 1) Courthouse 2) Juvenile/Probate Court	3) Rutherford B. Hayes 4) 5)

SERVICE RATES AND HOURS

Client will pay the Company the following hourly rates, plus all applicable sales, use and/or similar taxes and any interest and/or penalties. These rates do not apply to coverage of labor disputes, civil disorder, national disaster, or similar emergency situations which Company will endeavor to provide at mutually agreed upon rates.

Classification:	CSO (Courthouse)	CSO (Courthouse)	CSO (Juvenile/Probate)	CSO (Hayes Building)
Straight Time:	\$22.75	\$22.75	\$22.75	\$19.75
Overtime:	\$34.13	\$34.13	\$34.13	\$29.63
Hrs of Service:	0730-1630	0800-1700	0800-1700	as directed

Overtime rates will apply to the following: an officer working in excess of 40 hours per week; any extended shifts and hours that are performed at the request of the Client; additional personnel or hours requested by the Client with less than 72 hours notice; additional personnel or hours requested by the Client for special occasions of temporary or short duration; work on holidays that have been listed on the Delaware County web site (www.co.delaware.oh.us/holiday.htm).

Company may request to adjust rates on days 30 prior written notice to comply with any change in the law, regulation, ruling or collective bargaining agreement causing a change in work hours, wage rates, working conditions or other costs to the Company.

TERM

The service furnished by the Company hereunder shall commence on February 26, 2007, and shall terminate on February 25, 2008, unless sooner terminated by either party as provided herein. This Agreement may be renewed at the end of the original period for up to two (2) additional one (1) year periods, if agreed upon in writing by both parties.

The Company shall furnish the Client with time sheets and invoice the hourly rate plus local taxes on a bi-weekly basis. Invoices will be mailed or hand delivered to the Client for payment which shall be made by the Client within fourteen (14) days of receipt of the invoice from the Company.

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The Delaware County Board of Commissioners may, at its sole option, terminate this Agreement with the upon thirty (30) days written notice of its intent to do so. Furthermore, it is understood and agreed that should the Company fail to provide the quality of service(s) as specified in the bid instructions, such failure shall constitute a breach of this Agreement. Upon a breach of the Agreement, the Delaware County Board of Commissioners may, at its sole option, terminate this Agreement with the Company effective immediately upon written notice of its intent to do so.

MISCELLANEOUS

Section 1. Conduct of Officers: The conduct of the security officers is to be guided by a set of standard written procedures ("Post Orders"), provided by the Client to the Company within thirty (30) days of commencement of this Agreement, as agreed upon by the Company and the Client.

Section 2. Independent Contractors: The security officers shall be employees of the Company, an independent contractor, and as such hiring, training, uniforming, equipping, supervising, directing and discharging of all security officers shall be the function of the Company.

Section 3. Agreement Documents: The Bid Documents, (ITB #06-06 Security Services for Delaware County) which is attached hereto as Exhibit "A", shall be considered to be incorporated by reference into this Agreement as if fully rewritten herein, and made a part hereof. This Agreement, including attachments and those documents expressly incorporated by reference, shall constitute the entire understanding and agreement between the Client and the Company, 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.

Section 4. Severability: If any term or provision of the Agreement, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Agreement or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Agreement shall be valid and enforced to the fullest extent permitted by law.

Section 5. Discrimination: The Company shall not discriminate against any employee or applicant for employment because of age, sex, race, creed, national origin, sexual orientation, or disability. The Company shall take affirmative action to ensure that applicants and employees are treated fairly and legally during employment with regard to their age, sex, race, creed, national origin, sexual orientation, or disability.

The implementation of this Agreement will be carried out in strict compliance with all federal, state, or local laws regarding discrimination in employment.

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

Section 6. Findings for Recovery: The Agency certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

Section 7. 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.

Section 8. Homeland Security: The Company 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 Company 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.

Section 9. Headings: The subject headings of the paragraphs 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.

INDEMNIFICATION FOR PROPERTY DAMAGE AND BODILY INJURY

The Company will defend and indemnify the Client from and against any and all claims that may arise

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out of or in connection with any property damage or bodily injury (including death) that may occur in connection with the performance of the services, if and to the extent the same is attributable to the fault, negligence or strict liability of the Company, any employee, subcontractor or supplier of the Company, affiliates of the Company, or any other person acting under the direction or supervision of its subcontractors or suppliers. Notwithstanding the foregoing, the Company will not indemnify, contribute to, or defend the Client against any claims arising from inadequate security coverage hours, as set forth by the Client, to properly protect the premises.

NOTICES

Any notice or other communication required or permitted by the terms of this Agreement shall be in writing and shall be effectively delivered for all purposes hereunder when personally delivered, sent by Federal Express or similar carrier, or sent by certified mail, return receipt requested, delivery or postage charges prepaid, addressed as follows:

To The Company	Drew West, President & CEO The Trident Group, Ltd. 6543-A Commerce Parkway Dublin, Ohio 43017
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Vote on Motion:	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Aye
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RESOLUTION NO. 07-295

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND W. E. MONKS & COMPANY FOR ENGINEERING SERVICES FOR THE REMODELING OF THE BUILDING AT 2081 US RT 23 NORTH

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

This Contract made by and between:

W. E. Monks & Company
3073 North High Street
Columbus, Ohio 43202-1180

(the “Contractor”) and the Delaware County Board of Commissioners (the “Owner”).

In consideration of the mutual promises herein contained, the Delaware County Board of Commissioners and the Contractor agree as set forth below:

ARTICLE 1 – SCOPE OF WORK

- 1.1 The Contractor shall provide the services as described in the proposal dated January 31, 2007 for Delaware County One Stop Complex, WEM #07006 (the “Proposal”), which is attached hereto as Exhibit “A”

ARTICLE 2 – REMUNERATION

- 2.1 The Delaware County Board of Commissioners shall pay the Contractor for the performance of this Contract, subject to additions and deletions as provided in the Proposal the amount of *Twenty three thousand dollars* (the “Contract Price”).
- 2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests issued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Contract Documents.

ARTICLE 3 – TERMINATION

- 3.2 The Delaware County Board of Commissioners may, at its sole option, terminate this Contract with the contractor upon thirty (30) days written notice of its intent to do so. Furthermore, it is understood and agreed that should the contractor fail to provide the quality of service(s) as specified in the Proposal, such failure shall constitute a breach of this Contract. Upon a breach of the Contract, the Delaware County Board of Commissioners may, at its sole option, terminate this Contract with the contractor effective immediately upon written notice of its intent to do so.

ARTICLE 4 – GENERAL PROVISIONS

- 4.1 Entire Agreement: The Proposal shall embody the entire understanding of the parties and form the basis of the Contract between the Delaware County Board of Commissioners and the Contractor. The Proposal shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.

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- 4.2 Governing Law: The Contract and any modification, amendments or alterations thereto shall be governed, construed and enforced by and under the laws of the State of Ohio. Any legal action arising pursuant to this Contract shall be filed in and heard before the courts of Delaware County, Ohio.
- 4.3 Severability: If any term or provision of the Contract, or the application thereof to any person or circumstance, is finally determined, to be invalid or unenforceable by a court of competent jurisdiction, the remainder of the Contract or the application of such term or provision to other persons or circumstances, shall not be affected thereby, and each term and provision of the Contract shall be valid and enforced to the fullest extent permitted by law.
- 4.4 Indemnification: To the fullest extent permitted by law, the Contractor shall indemnify, save and hold the Delaware County Board of Commissioners, its officers, agents, servants, and employees free and harmless of all actions, claims, demands, judgments, damages, losses and expenses, including but not limited to attorney’s fees, arising from any accident or occurrence related in any manner to the Contractor’s performance of this Contract. The Contractor shall undertake to defend, at its own expense, any and all actions, claims, or demands brought against the Delaware County Board of Commissioners by reason of the things above specified, and to pay, settle, compromise and procure the discharge of any and all judgments, damages, losses and expenses, including but not limited to attorney’s fees. No employee of the Contractor shall at any time be considered an agent or employee of the Delaware County Board of Commissioners.
- 4.5 Assignability: The Contract shall be binding on the Contractor and the Delaware County Board of Commissioners, their successors and assigns, in respect to all covenants and obligations contained in the Contract Documents, but the Contract may not be assigned by the Contractor without the prior written consent of the Delaware County Board of Commissioners.
- 4.6 Findings for Recovery: The Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 4.7 Homeland Security: Contractor 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, Contractor 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.

ARTICLE 5 – EFFECTIVE DATE

- 5.1 It is expressly understood by the Contractor that none of the rights, duties and obligations described in the Contract Documents shall be valid and enforceable unless the Delaware County Auditor first certifies funds are available.
- 5.2 The Contract shall become binding and effective upon the completion of 5.1 and execution by the Delaware County Board of Commissioners.

ARTICLE 6 – CONTRACT COMPONENTS

- 6.1 This Contract has been executed in several counterparts, each of which shall constitute a complete original Contract, which may be introduced in evidence or used for any other purpose without production of any other counterparts.

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

RESOLUTION NO. 07-296

IN THE MATTER OF APPROVING DITCH MAINTENANCE PETITIONS FOR 3 B’S STORAGE,
7206 GOODING BOULEVARD AND LOT 5578 OF NORTH ORANGE SECTION 1, PHASE 1
:

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

Ditch Maintenance Petition-3 B’s Storage

We the undersigned owners of 3 acres in Berkshire Township, Delaware County, Ohio propose to create a subdivision known as 3 B’s Storage as evidenced by the attached subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). This plats for David L Borders have been submitted for approval to the Delaware County Regional Planning Commission and the Delaware County Engineer. Drainage improvements related to this subdivision have been constructed (or are bonded and will be constructed within

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a period of one year as evidenced by the Subdivider's agreement Exhibit "B" available at the County Engineer's Office). In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for each lot in the subject subdivision to cover the cost of current and future maintenance of the improvements.

We (I) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement.

We (I) hereby waive our rights to a public viewing and hearing and ask that your board approve this action in conjunction with the approval of the Subdivision.

The cost of the drainage improvements is \$10,898.06 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the lots being created in their development. The developed commercial areas of 2.4 acres will receive benefits (cost) of the project as a per acre basis. The basis for calculating the assessment for each lot is therefore, per acre. An annual maintenance fee equal to 2% of this basis \$ 218.00 will be collected for each lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$ 218.00 has been paid to Delaware County.

Easements to provide for the maintenance of the improvements have been provided on the plat.

Ditch Maintenance Petition-7206 Gooding Boulevard

We the undersigned owners of 1.4403 acre tract situated in the State of Ohio, County of Delaware, Township of Orange, being part of Farm Lots 5 and 6 Section 2, Township 3 North, Range 18 West, United States Military Lands described in deed to Claian LLC of record in Official Record Volume 0762, Page 0499 propose to construct drainage improvements on the aforementioned lot. The required drainage assessments for these improvements are attached. In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for for the 1.440 acre lot to cover the cost of current and future maintenance of the improvements.

We (Claian LLC) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement.

We (Claian LLC) have provided the appropriate easements for the drainage maintenance. We hereby waive our rights to a public viewing and hearing and ask that your board approve this action

The cost of the drainage improvements is \$24,500.00 and a detailed cost estimate is attached in Exhibit "D". The drainage improvements are being constructed for the benefit of the 1.440 acre commercial lot. An annual maintenance fee equal to 2% of the total will be collected for this commercial lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for all of the lots in the amount of \$ 490.00 has been paid to Delaware County. (\$490.00 by Calian LLC)

Easements to provide for the maintenance have been provided on the plat.

Ditch Maintenance Petition-Lot 5578 of North Orange Section 1 Phase 1 NG Properties

We the undersigned owners of 1.988 acres transferred to NG Properties, LLC in O.R.V. 694, Page 2182 as Lot 5578 (excepting 1.093 acres) of North Orange, Section 1, Phase 1 in Orange Township, , Delaware County, Ohio propose to construct drainage improvements on the aforementioned lot, as well as within a 0.068 acre easement across a portion of tow lots owned by North Orange Development, LLC (lot 6256 of North Orange, Section 1, Phase 2 Part A and 1.093 acres of Lot 5578 of North Orange, Section 1, Phase 1). The required drainage easements for these improvements are attached. . In accordance with Section 6137 of the Ohio Revised Code, we (I) hereby request that the improvements delineated on Exhibit "C" (available at the County Engineer's Office), be accepted as part of the County Drainage Maintenance Program and that an annual maintenance assessment be collected with the Real Estate Taxes for the 1.9j88 acre lot to cover the cost of current and future maintenance of the improvements.

We (NG Properties, LLC) represent 100% of the property owners to be assessed for maintenance related to this drainage improvement.

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We (NG Properties, LLC and North Orange Development, LLC) have provided the appropriate easements for the drainage maintenance. We (i) hereby waive our rights to a public viewing and hearing and ask that your board approve this action.

The cost of the drainage improvements is \$ 18,111.50 and a detailed cost estimate is available at the County Engineer's office in Exhibit "D". The drainage improvements are being constructed for the benefit of the 1.988 acre lot. The developed commercial lot of 1.988 acres will receive benefit (cost) of the project. An annual maintenance fee equal to 2% of the total will be collected for the 1.988 acre developed lot. I understand that the basis for calculating the maintenance assessment will be reviewed and possibly revised every 6 years. The first year's assessment for the 1.988 acre lot transferred to NG Properties in the amount of \$ 362.23 has been paid to Delaware County.

Easements to provide for the maintenance of the improvements have been provided .

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

RESOLUTION NO. 07-297

APPROVAL OF BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR BALL BANK CURVE STUDY PROJECT:

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

Sealed proposals will be received at the **Office of the Delaware County Engineer, 50 Channing Street, Delaware, Ohio 43015, until 10'00 a.m. local time on Tuesday, April 3, 2007**, for furnishing all labor, materials and equipment necessary to complete the project known as **Ball Bank Curve Study Project**, and bids will be opened and read aloud. Contract documents, bid sheets, and specifications can be obtained at the **Office of the Delaware County Engineer**.

Each proposal must contain the full name of the party or parties submitting the proposal and all persons interested herein. Each bidder must submit evidence of its experiences on projects of similar size and complexity, and a complete listing of all subcontractors to be used. **The owner intends that this project be finished no later than May 25, 2007.**

Estimate for the project is \$28,000.00

Bids shall be placed in a sealed envelope marked "**SEALED BID FOR BALL BANK CURVE STUDY PROJECT**".

The Delaware County Commissioners reserve the right to waive irregularities and to reject any and/ or all bids.

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

RESOLUTION NO. 07-298

IN THE MATTER OF ACCEPTING MAINTENANCE BOND FOR SHEFFIELD PARK SECTION 3, PHASE A AND WILSHIRE SECTION 7, PHASES A & B:

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

Re: Sheffield Park Section 3, Phase A

The roadway construction has been completed for the referenced subdivision and, as the results of our recent field review, we have determined that minor remedial work will be required during the 2008 construction season.

In accordance with the Subdivider's Agreement, we recommend that the maintenance bond be set at **\$76,800** for the duration of the one year maintenance period. A Bond in that amount has been acquired . We also request approval to return the Bond being held as construction surety to the developer, Centex Homes.

Re: Wilshire Section 7, Phases A & B

The roadway construction has been completed for the referenced subdivision and, as the results of our recent field review, we have determined that minor remedial work will be required during the 2008 construction season.

In accordance with the Subdivider's Agreement, we recommend that the maintenance bond be set at **\$56,000** for the duration of the one year maintenance period. A Bond in that amount has been acquired. We also request approval to return the Bond being held as construction surety to the developer, Centex Homes.

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

RESOLUTION NO. 07 -299

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

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

Permit #	Applicant	Location	Type of Work
U07021	AT&T	Worthington-Galena Road	Provide single customer service
U07023	Del-Co Water	Creek Road	Install road bore & bury waterline
U07024	Del-Co Water	Creek Road	Install road bore & bury waterline
U07025	Del-Co Water	Creek Road	Install road bore and bury waterline
U07026	Del-Co Water	Meredith State Road	Install road bore and bury waterline
U07027	Level (3) Communications	Connor & Peachblow Roads	Provide single customer service
U07029	American Electric Power	Case Road	Set 2 poles
U07030	American Electric Power	Sunbury Road @ Yankee Street	Relocate pole line

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

RESOLUTION NO. 07-300

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:

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

Supplemental Appropriation		
40311410-5301	Gwinner Ditch/Professional Services	\$2,100.00
40311410-5312	Gwinner Ditch/Legal Notices	\$250.00
40311418-5301	Coomer Ditch/Professional Services	\$3,500.00
40311418-5328	Coomer Ditch/Maintenance	\$3,600.00
40311418-5312	Coomer Ditch/Legal Notices	\$200.00
40311416-5301	Old Kingston/Professional Services	\$2,500.00
40311416-5328	Old Kingston/Maintenance	\$1,750.00
40311416-5312	Old Kingston/Legal Notices	\$100.00
40311426-5375	DI Sherwood/Election Settlement Fees	\$400.00
40311427-5375	DI Zimmerman/Election Settlement Fees	\$300.00
40311428-5375	DI Delaware Run/Election Settlement Fees	\$325.00
40311429-5375	DI Wilson Rowe/Election Settlement Fees	\$25.00
67011921-5375	Sanitary Engineer /Election Settlement Fees	\$4,000.00

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

RESOLUTION NO. 07-301

IN THE MATTER OF APPROVING SUPPLEMENTAL APPROPRIATIONS:

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

Supplemental Appropriation		
10011102-5601		
Commissioners General/Grants	Hartford Fair	\$ 10,000.00

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

RESOLUTION NO. 07-302

IN THE MATTER OF AUTHORIZING THE USE OF PUBLIC FUNDS TO ASSIST IN FUNDING THE PURCHASE OF COFFEE, MEALS, REFRESHMENTS AND OTHER AMENITIES FOR THE 911 NEGOTIATIONS:

COMMISSIONERS JOURNAL NO. 49 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD MARCH 15, 2007

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

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

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

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

Section 1. That the Delaware County Board of Commissioners hereby authorizes the use of public funds in an amount not to exceed \$500.00 to assist in funding the purchase of coffee, meals, refreshments and other amenities for 911 mediation.

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

PRESENTATION: COUNCIL FOR OLDER ADULTS BUILDING PROJECT

RESOLUTION NO. 07-303

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

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn into Executive Session at 10:25 AM.

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

RESOLUTION NO. 07-304

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward , seconded by Mr. Evans to adjourn out of Executive Session at 12:28 PM.

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

There being no further business, the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners