

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JULY 23, 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

1:00 PM Viewing For Consideration Of A Ditch Petition Filed By Jill Marsch For The Crystal Valley Sections 1 & 2 Subdivision Ditch Maintenance Project

PUBLIC COMMENT

RESOLUTION NO. 07-863

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JULY 19, 2007 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve the resolutions and records of the proceedings from regular meeting held July 19, 2007 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 07-864

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0720 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR0720:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve payment of warrants in batch numbers CMAPR0720, memo transfers in batch numbers MTAPR0720 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO’s			
Increases			
Cutlip	Coomer Ditch	40311418-5450	\$ 9,965.00
Treasurer	Retainage/CFOA	43111424-5410	\$ 100,000.00
Voucher			
Siemens Water Tech	Bioxide	66290308-5290	\$ 13,959.75
BP Products	Fuel/Vehicles & Equip. OECC	66290302-5228	\$ 7,494.43
EMH&T Inc.	Inspection Services	66211902-5301	\$ 11,740.89
Beems BP Distribution	Gas/Service Center	10011106-522822801	\$ 25,586.01
Jeff Cutlip	Coomer Ditch	40311418-5430	\$ 18,250.19
ACI	Site Work/CFOA	43111424-5410	\$ 35,789.86
ACI	General Trades/CFOA	43111424-5410	\$ 391,840.58
Central Fire	Fire Protection/CFOA	43111424-5410	\$ 11,281.04
Corna Kokosing	Casework/CFOA	43111424-5410	\$ 6,808.00
Great Lakes Hotel Supply	Food Equipment/CFOA	43111424-5410	\$ 22,759.20
Royal Electric	Electric/CFOA	43111424-5410	\$ 368,850.77
Fox Mechanical	Plumbing/CFOA	43111424-5410	\$ 82,697.95
CEBCO	Aug 07 Premiums & Claims	60211902-5370	\$ 756,944.88
Ben Bro Enterprises	Aug Bldg & Land Rental	10011105-5335	\$ 18,310.32
Rt 23 Company	Aug Bldg Rental	10011105-5335	\$ 7,700.00
Treasurer	Retainage CFOA	43111424-5410	\$ 46,291.82

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

RESOLUTION NO. 07 -865

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Department of Job and Family Services is requesting that Marsha Coleman attend SACWIS (*Computer*) Training in Columbus, Ohio July 23, 2007, at the cost of \$20.00.

Juvenile Court is requesting that Patty Cram attend a State Wide Network Meeting in Columbus Ohio August 17, 2007, at the cost of \$20.00.

Juvenile Court is requesting that Stacy Blair attend a Social Worker Training in Columbus, Ohio August 16,

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2007, at no cost.

Juvenile Court is requesting that Kim Algoe attend a Communications Workshop in Columbus, Ohio August 10-11, 2007, at the cost of \$185.00.

The Auditor's Office is requesting that Greg Sopczak attend a Bi-Tech Software National Conference in Keystone, Colorado September 26-29, 2007, at the cost of \$1,936.80.

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

RESOLUTION NO. 07-866

IN THE MATTER OF APPROVING SUBDIVIDER'S AGREEMENT FOR WOODS AT WILDCAT RUN:

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

Woods At Wildcat Run

SUBDIVIDER'S AGREEMENT

THIS AGREEMENT executed on this 23rd day of July 2007, between **BRYAN ROSS**, as evidenced by the **WOODS AT WILDCAT RUN** Construction plans filed with the **Delaware County Engineer**, Delaware County, Ohio and the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** is governed by the following considerations, to wit:

Said **SUBDIVIDER** is to construct, install or otherwise make all public improvements shown and set forth to be done and performed in compliance with the approved engineering drawings and specifications, all of which are a part of this **AGREEMENT**, said **SUBDIVIDER** shall, at the time of plat approval, execute bond, certified check, irrevocable letter of credit or other approved financial warranties equal to the cost of any remaining construction as shown in the Engineer's Estimate approved 11/29/06, which is acceptable to the **COUNTY COMMISSIONERS** to insure faithful performance of this **AGREEMENT** and the completion of all improvements in accordance with the **Subdivision Regulations** of Delaware County, Ohio. The **SUBDIVIDER** shall pay the entire cost and expense of all improvements.

The **SUBDIVIDER** shall indemnify and save harmless the **County, Townships and/or Villages** and all of their officials, employees or agents from all claims, suits, actions and proceedings which may originate from or on account of any death, injuries or damages to persons or property received or sustained as a consequence of any actions or omissions of any contractor or subcontractor or from any material, including explosives, or any method used in said work or by or on account of any accident caused by negligence or any other act or omission of any contractor or his agents or employees.

All public improvement construction shall be performed within one year from the date of the approval of said subdivision by the **COUNTY COMMISSIONERS**. But an extension of time may be granted if approved by the **COUNTY COMMISSIONERS**.

The **SUBDIVIDER** shall have a competent representative who is familiar with the project on site during construction. The representative shall be capable of reading plans and specifications and shall have the authority to execute the plans and specifications and alterations required by the **COUNTY**. The representative shall be replaced by the **SUBDIVIDER** when, in the opinion of the **COUNTY**, his performance is deemed inadequate.

If no bonding or performance surety has been filed, then no subdivision plat will be approved until a performance bond has been approved or until all public improvements have been made. In either case, the **SUBDIVIDER** further agrees that any violations or non-compliance with any of the provisions and stipulations of this **AGREEMENT** shall constitute a breach of contract and the **COUNTY** shall have the right to stop work forthwith.

If a subdivision plat has been approved with the necessary bonding, then the **COUNTY** shall have the right to act against the performance surety for the purpose of proper completion of the public improvements within this subdivision.

ROADWAY AND STORM DRAINAGE

It is further agreed that upon execution of the **AGREEMENT**, the **SUBDIVIDER** shall deposit **TWENTY-FIVE THOUSAND DOLLARS** estimated to be necessary to pay the cost of inspection by the **Delaware County Engineer** and, if deemed necessary by the **Delaware County Engineer**, testing by an independent laboratory. When the fund has been depleted to **thirty percent (30%)** of the original amount deposited, the **SUBDIVIDER** shall replenish the account, upon notice by the **Delaware County Engineer**. Upon completion and acceptance of the construction, the remaining amount in the fund shall be returned to the **SUBDIVIDER**, with the exception of a nominal amount for the final inspection at the end of the maintenance period.

The **County** reserves the right during construction and thereafter to permit connection of adjoining properties within the original drainage basin to the storm sewer system.

Upon completion of construction, the **SUBDIVIDER** shall be responsible for the maintenance, repair or reconstruction of any and all defective materials or workmanship for a period of one year. Said **SUBDIVIDER'S** bond or certified check or irrevocable letter of credit may be reduced to an amount estimated by the **County Engineer** for said maintenance. The reduction may be approved only after the **County Engineer**

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has been provided evidence that all work has been accomplished according to the approved plan and/or to the **County Engineer's** satisfaction. All work is to be done in accordance to the **Ohio Department of Transportation Specifications**.

Acceptance of the roads and drainage structures in said subdivision into the public system shall be completed only after written notice to the **COUNTY COMMISSIONERS** from the **County Engineer** of his approval. The **SUBDIVIDER'S** maintenance responsibility as described above shall be completed upon formal acceptance by the **COUNTY COMMISSIONERS**.

Any snow and ice removal or other safety requirements deemed necessary by the **County Engineer** during the period of construction or maintenance shall be the responsibility of the **SUBDIVIDER**. All of the funds set forth in the **AGREEMENT** shall be made available to the **County Engineer** to ensure proper safety compliance.

CONSTRUCTION

The **SUBDIVIDER** shall, within thirty (30) days following the completion of construction and prior to final acceptance, furnish to **Delaware County**, as required, "as-built" drawings of the improvements, which plans shall become the property of the **County** and remain in the office of the **Delaware County Engineer**.

The **SUBDIVIDER** shall, within thirty (30) days of completion of construction, furnish to the **County** an itemized statement showing the cost of improvements and an affidavit that all material and labor costs have been paid. The **SUBDIVIDER** shall indemnify and hold harmless the **County** from expenses or claims for labor or material incident to said construction of improvements.

The **SUBDIVIDER** shall, during construction and maintenance periods, comply with all rules and regulations and conform to all procedures established by the **County** regarding submission of shop drawings, construction schedules, operation of facilities and other matters incident hereto.

The **SUBDIVIDER** shall obtain all other necessary utility services incident to the construction of the improvements and for their continued operation. The **SUBDIVIDER** shall be responsible for all utility charges and installation costs. Utility user charges shall be paid by the **SUBDIVIDER** and maintained in continuous use throughout the construction and testing phases until accepted for operation and maintenance by the **County**.

Should the **SUBDIVIDER** become unable to carry out the provisions of this **AGREEMENT**, the **SUBDIVIDER'S** heirs, successors or assigns shall complete and comply with all applicable terms, conditions, provisions and requirements of this **AGREEMENT**.

In consideration whereof, the **BOARD OF COUNTY COMMISSIONERS OF DELAWARE COUNTY, OHIO** hereby grants the **SUBDIVIDER** or his agent the right and privilege to make the improvements stipulated herein.

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

RESOLUTION NO. 07-867

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR TARTAN FIELDS PHASE 20, PART A AND TARTAN FIELDS PHASE 21:

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

Tartan Fields Phase 20, Part A

The roadways to be accepted are as follows:

- An addition of 0.11 mile to **Township Road Number 948, Rob Roy Drive**
- An addition of 0.23 mile to **Township Road Number 991, Brodie Boulevard**
- **Raynor Court** to be known as **Township Road Number 1529**
- An addition of 0.2 mile to **Township Road Number 1530, MacDonald Drive**

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

Tartan Fields Phase 21

The roadways to be accepted are as follows:

- An addition of 0.32 mile to **Township Road Number 991, Brodie Boulevard**
- **MacDonald Drive**, to be known as **Township Road Number 1530**
- **Colt Court**, to be known as **Township Road Number 1531**

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

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

RESOLUTION NO. 07-868

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IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR TARTAN FIELDS PHASE 20, PART A
AND TARTAN FIELDS PHASE 21:

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

Stop Conditions –Tartan Fields Phase 20, Part A

- On Township Road Number 948, Rob Roy Drive, at its intersection with Township Road Number 991, Brodie Boulevard
- On Township Road Number 991, Brodie Boulevard, at its intersection with County Road Number 131, Harriot Road
- On Township Road Number 1529, Raynor Court, at its intersection with Township Road Number 991, Brodie Boulevard
- On Township Road Number 1530, MacDonald Drive, at its intersection with Township Road Number 948, Rob Roy Drive

Stop Conditions –Tartan Fields Phase 21

- Two conditions on Township Road Number 1530, MacDonald Drive, at its intersections with Township Road Number 991, Brodie Boulevard
- On Township Road Number 1531, Colt Court, at its intersection with Township Road Number 991, Brodie Boulevard

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

RESOLUTION NO. 07-869

IN THE MATTER OF APPROVING AN ADDITION TO THE PREVIOUSLY ACCEPTED ROADWAYS AND
STOP CONDITIONS FOR HIGHLAND LAKES EAST SECTION 11, PHASE 4:

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

Highland Lakes East Section 11, Phase 4

In November, 2001, the improvements made for the referenced subdivision were accepted into the public system. It has recently come to our attention that one road within this project was inadvertently overlooked at the time of acceptance. Therefore, The Engineer request that the following roadway be accepted into the public system and that the Genoa Township Trustees be notified of your action:

- **Everett Court**, to be known as **Township Road Number 1528**

The Engineer also request that a stop condition be established at Township Road Number 1528, Everett Court, at its intersection with Township Road Number 790, Commonwealth Drive.

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

RESOLUTION NO. 07 -870

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
U07093	AT&T	S. Old State Road	Install cable/conduit
U07094	AT&T	Tussic Street Road	Place conduit
U07095	Verizon	Evergreen Avenue	Bore road
U07096	American Electric Power	Clark Shaw Road	Set pole

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

RESOLUTION NO. 07 -871

IN THE MATTER OF APPROVING A CONTRACT BY AND BETWEEN THE DELAWARE COUNTY
BOARD OF COMMISSIONERS AND E.L. ROBINSON ENGINEERING OF OHIC, INC. FOR THE PROJECT
KNOWN AS CENTER VILLAGE ROAD BRIDGES REPLACEMENTS:

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

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**CONTRACT FOR PROFESSIONAL ENGINEERING SERVICES
CENTER VILLAGE ROAD BRIDGES REPLACEMENTS
DEL-CR-25-4.10 ENGINEERING**

Section 1 – Parties to the Agreement

Agreement made and entered into this 23rd day of July, 2007 by and between the **Delaware County Board of Commissioners**, Delaware County, Ohio (“County”), and the firm of **E.L. Robinson Engineering of Ohio, Inc., 6000 Memorial Drive, Dublin, Ohio 43017** (“Consultant”).

Section 2 – Contract Administrator

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

Section 3 – Scope of Work

Consultant agrees to furnish, unto the County, professional design services relating to preliminary engineering for the project known as **Center Village Road Bridges Replacements, DEL-CR-25-4.10**, Delaware County, Ohio, including the work specifically itemized in the Request for Proposal and Scope of Services dated June 12, 2007 and in the Cost Proposal submitted by the Consultant dated June 27, 2007, by this reference hereby made part of this Contract. Consultant further agrees to perform said work promptly, in a skillfully and competent manner in accordance with the standards applicable to this work, and under the direction of the Delaware County Engineer.

Section 4 – Compensation

A lump sum base contract fee amount not to exceed **One Hundred Thirteen Thousand Six Hundred Twelve Dollars and Zero Cents, (\$113,612)**, based on a Fee Proposal submitted by the Consultant dated June 27, 2007, by this reference made a part of this contract, to be paid to the Consultant as specified hereinafter.

Section 5 – Payment

Compensation shall be paid based on estimates, made no more than once per month, of the percentage of total work completed. Estimates shall be submitted by the Consultant, on company letterhead clearly listing the words “Invoice # ___” and shall be reviewed and approved by the County Engineer. Consultant shall not commence any “If-Authorized” task listed in the Fee Proposal until written authorization for such work is provided by the County.

Section 6 – Completion of Work

All work associated with the Contract, in accordance with Section 3 above, shall be completed by the Consultant in a timely manner and without delay.

Section 7 – Insurance

- 7.1 **General Liability Coverage**: Consultant shall maintain commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence with an annual aggregate of not less than \$2,000,000, including coverage for subcontractors, if any.
- 7.2 **Automobile Liability Coverage**: Consultant shall maintain automobile liability insurance with a limit of not less than \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles.
- 7.3 **Workers’ Compensation Coverage**: Consultant shall maintain workers’ compensation coverage as required by the laws of the State of Ohio.
- 7.4 **Professional Liability Insurance**: Consultant hereby agrees to acquire and maintain professional liability insurance for at least five (5) years after construction of the project is completed and accepted by the County Engineer or December 31, 2017, whichever comes first, against the Consultant’s negligent acts, errors, and omissions through a company licensed to do business in the State of Ohio for no less than One Million Dollars (\$1,000,000).
- 7.5 **Additional Insureds**: The County, its elected officials and employees, shall be named as additional insureds with respect to all activities under this Agreement in the policies required by Subsections 7.1, 7.2, 7.3, and 7.4.
- 7.6 **Proof of Insurance**: Prior to the commencement of any work under this Agreement, Consultant shall furnish the County with properly executed certificates of insurance for all insurance required by this Agreement. Certificates of insurance shall provide that such insurance shall not be cancelled without thirty (30) days prior written notice to the County. Consultant will replace certificates for any insurance expiring prior to completion of work under this Agreement.

Section 8 – Indemnification

The Consultant shall indemnify and hold free and harmless the County, its agents and employees from any and all claims for loss, damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, 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

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employees or any other person for whose acts any of them may be liable.

Section 9 – Termination of Contract

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

Section 10 – Miscellaneous Terms & Conditions

- 10.1 **Prohibited Interests:** Consultant agrees that no agent, officer, or employee of the County during his/her tenure or for one year there after shall have any interest, direct or indirect, in this Agreement or the proceeds thereof. Consultant further agrees that it will not employ in any manner a current County employee for a minimum period of one (1) year from the completion date of this project, without the prior express written consent of County.
- 10.2 **Entire Agreement:** This Agreement, and those documents incorporated by reference herein, shall constitute the entire understanding and agreement between the County and the Consultant, shall supersede all prior understandings and agreements relating to the subject matter hereof, and may only be amended in writing with the mutual consent and agreement of the parties.
- 10.3 **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Agreement shall be filed in and heard before the courts of Delaware County, Ohio.
- 10.4 **Headings:** The subject headings of the Sections and Subsections in this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions. This Agreement shall be deemed to have been drafted by both parties and no purposes of interpretation shall be made to the contrary.
- 10.5 **Waivers:** No waiver of breach of any provision of this Contract shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Contract or any other provision hereof. No term or provision of this Contract shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 10.6 **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.
- 10.7 **Findings for Recovery:** Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 10.8 **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.
- 10.9 **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

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Opportunity and will not discriminate.

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

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

RESOLUTION NO. 07 -872

IN THE MATTER OF APPROVING AN AGREEMENT FOR CONTINUING EDUCATION AND TRAINING FOR THE TECHNICAL STAFF OF THE DELAWARE COUNTY REGIONAL SEWER DISTRICT BY MALCOLM PIRNIE, INC.:

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

WHEREAS the numerous technical staff of the Delaware County Regional Sewer District hold licenses and certificates that pertain directly to the service that they perform for the County, and

WHEREAS the County deems it necessary and in the best interest of the public to have the Sewer District technical staff hold and maintain particular credentials and licenses, and

WHEREAS the technical staff of the Delaware County Regional Sewer District is required by various sections of the Ohio Revised Code to obtain continuing education and training credits as part of their licensure and or certification requirements, and

WHEREAS Delaware County Environmental Services desires to provide this training onsite and in a manner that is most applicable to County service, and

WHEREAS Malcolm Pirnie, Inc, a professional engineering and consulting firm, has been identified as having qualified staff and knowledge to provide continuing education and training to the technical staff of the Sewer District.

THEREFORE be it resolved that the Board of County Commissioners execute the agreement for continuing education and training for the technical staff of the Delaware County Regional Sewer District by Malcolm Pirnie, Inc.

FURTHERMORE Let it be resolved that the Board of County Commissioner’s approve the following purchase orders:

- 1. \$6,000.00 for Continuing Education and Training by Malcolm Pirnie, Inc. from the following Organizational Keys:
 - a. 66290301 -5305 for \$2,000.00
 - b. 66290401 -5305 for \$2,000.00
 - c. 66211902 -5305 for \$2,000.00

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

RESOLUTION NO. 07-873

IN THE MATTER OF ACCEPTING THE BID AND APPROVING THE CONTRACT SUBMITTED BY G MARCHI & SON FOR CDBG FORMULA 2006 GALENA ADA CURBS, RAMPS AND SIDEWALKS:

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 is available in the amount \$12,000 from CDBG FY 06 fund, \$15,300 from Delaware County

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Revolving Loan Fund (RLF), and \$10,000 from the Village of Galena, and

WHEREAS, the project was bid out and bids were received July 9, 2007; and

WHEREAS, the Engineer for the Village, has reviewed the bids received, and has determined that the bid submitted by G. Marchi & Son., in the amount of \$33,396.25 is 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. The Board of Commissioners authorizes executing an agreement between Delaware County Commissioners and G Marchi & Son in an amount up to \$33,396.25.

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

CONTRACT

THIS AGREEMENT made this 23th day of July 2007, by and between, G Marchi & Son. 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 removal and replacement of ramps and associated walks and curbs.

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

The proposed work includes the walk removed, curb removed, curb and gutter removed, concrete walks, concrete curb ramps, concrete curb, concrete curb and gutter, maintaining traffic and mobilization.

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 of up to Thirty-Three Thousand Three Hundred Ninety-Six Dollars and 25/Cents (Dollars) \$33,396.25 subject to additions and deductions as provided in Section 109 hereof.

1. Choose term most applicable: a corporation organized and existing under the laws of the State of Ohio; a partnership consisting of N/A; and individual trading as N/A.

2. Supply principal items of Contract such as electrical, concrete, signs, caution tape and other items needed.

ARTICLE 3. **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 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of this Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

Article 4. **Miscellaneous Terms & Conditions**

- 4.1 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 alone with workers compensation, unemployment

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- compensation, and insurance premiums which may accrue as a result of compensation received for services or deliverables rendered hereunder.
- 4.2 This Contract shall be governed by and interpreted in accordance with the laws of the State of Ohio. Any and all legal disputes arising from this Contract shall be filed in and heard before the courts of Delaware County, Ohio.
- 4.3 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.
- 4.4 If any item, condition, portion, or section of this Contract or the application thereof to any person, premises, or circumstance shall to any extent, be held to be invalid or unenforceable, the remainder hereof and the application of such term, condition, provision, or section to persons, premises, or circumstances other than those as to whom it shall be held invalid or unenforceable shall not be affected thereby, and this Contract and all the terms, conditions, provisions, or sections hereof shall, in all other respects, continue to be effective and to be complied with to the fullest extent permissible under the law.
- 4.5 Contractor certifies that it has no outstanding findings for recovery pending or issues against it by the State of Ohio.
- 4.6 Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no agency or department of this state or any political subdivision shall enter into any contract for the purchase of goods costing more than five hundred dollars or services costing more than five hundred dollars with a corporation, individual, partnership or other unincorporated business, association, including, without limitation, a professional association organized under Chapter 1785 of the Revised Code, estate, or trust unless the contract includes a certification that the individuals named in Revised Code Sections 3517.13(I)(1) and (J)(1) are in compliance with the aforementioned provisions. The Contractor, therefore, is required to complete the attached certificate/affidavit entitled "Certification/Affidavit in Compliance With O.R.C. Section 3517.13." **Failure to complete and submit the required aforementioned certificate/affidavit with the Contract will prohibit the County from entering, proceeding, and/or performing the Contract.** Such certification is attached to this Contract and by this reference made a part of this Contract.

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

RESOLUTION NO. 07-874

IN THE MATTER OF APPROVING BID SPECIFICATIONS AND SETTING BID OPENING DATE AND TIME FOR DELAWARE COUNTY FORMULA 2006 VILLAGE OF ASHLEY SANITARY SEWER REHABILITATION PROJECT:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve specifications and set bid opening date and time for **Wednesday, August 8, 2007, at 3:30 p.m.** This bid opening will be held at the Delaware County Commissioners Office located at 101 N. Sandusky Street, Delaware, Ohio 43015.

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

RESOLUTION NO. 07-875

IN THE MATTER OF APPROVING A GRANT RENEWAL APPLICATION FOR A COUNCIL FOR OLDER ADULTS COMMUNITY SERVICES GRANT FOR JUVENILE COURT:

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

Grant:	Council for Older Adults Community Services Grant
Source:	Council for Older Adults
Grant Period:	January 1, 2008 – December 31, 2008
Grant:	\$8,016.00
Match:	\$ 0.00
Total Grant Amount:	\$8,016.00

This grant will pay for 20% of the Community Service Coordinator position and necessary supplies for the project.

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No general fund dollars are required for a match. All staff members paid from this grant are well aware that their positions are grant funded and contingent upon continued grant funding.

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

RESOLUTION NO. 07-876

IN THE MATTER OF AMENDING THE CHILD PLACEMENT SERVICES CONTRACT BETWEEN THE DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES; THE DELAWARE COUNTY COMMISSIONERS AND THE VILLAGE NETWORK:

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

The Village Network

AMENDMENT TO VILLAGE NETWORK CONTRACT ADDENDUM
AMENDMENT NO. 1

This amendment, effective July 23, 2007, is to amend the Contract Addendum between the Delaware County Department of Job and Family Services and The Village Network entered into on the 1st day of July, 2007.

REMUNERATION FOR ADDITIONAL SERVICES COVERED
BY THIS ADDENDUM: (Add the following sentence)

To the extent that services are not reimbursable by Medicaid, the Agency agrees to pay \$10.00 per child per day up to \$15,000 over the term of the contract.

Further Be it Resolved, that the Commissioners approve a Purchase Order Request to The Village Network in the amount of \$15,000.00

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

RESOLUTION NO. 07-877

IN THE MATTER OF APPROVING A CONTRACT BETWEEN THE DELAWARE COUNTY ADULT COURT SERVICES AND THE DELAWARE AREA CAREER CENTER:

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

Contract for Services

Whereas Delaware County Adult Court Services is in need of an ABLE/GED class on Thursday evenings and the Delaware Area Career Center ABLE Program is willing to provide said service at an agreed-upon cost, the Parties hereby agree that:

Delaware Area Career Center/ABLE will provide an on-site ABLE/GED class for persons who are court-involved, at 22 Court Street, Delaware OH 43015.

The evening class will begin again on Monday, July 16, 2007 and will end on June 30, 2008 (45 weeks). No class dates: Sept. 3, Nov. 22, Dec. 20, Dec. 27, March 27, and May 26 — on the weeks that Mondays are holidays (Memorial Day and Labor Day) classes may be held on another day that week, per mutual agreement.

The ABLE/GED class will meet for two hours, from 5:30-7:30PM.

All adult learners will have a pre and post basic skill assessment using the TABE Test (Test of Adult Basic Education) to document learner progress, as required by the Ohio Department of Education.

The instructor, Roger Spires, will track attendance and follow-up with students when they are absent from class. The instructor will work closely with Adult Court Services personnel to ensure that class and individual goals are met.

Cost of services
Rate = \$35.00 per hour X 3 hours per class session (instructor is paid for 1 hour of preparation time for each 2 hour class). Total cost per class will be \$105.00, invoiced quarterly.

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

RESOLUTION NO. 07-878

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IN THE MATTER OF APPROVING THE TRANSFER OF APPROPRIATIONS FROM EMERGENCY
MANAGEMENT AGENCY TO THE FY06 HMEP GRANT:

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

WHEREAS, the Delaware County Board of Commissioners approved submitting for FY06 HMEP Grant funds;
and

WHEREAS, the County may be able to submit for additional grant funding as a reimbursement from the State
of Ohio through the Hazardous Materials Emergency Preparedness Grant to improve the overall County
hazardous material response capability; and

NOW THEREFORE BE IT RESOLVED: That the Board of County Commissioners approve the following
transfer of appropriations

Transfer of Appropriation			
From	To		
21511307-5001	21511308-5001		
Emergency Management/Compensation	FY06HMEP/Compensation	\$	9,015.00
21511307-5131	21511308-5131		
Emergency Management/Medicare	FY)HMEP/Medicare	\$	127.00
21511307-5120	21511308-5120		
Emergency Management/PERS	FY06HMEP/PERS	\$	1,249.00
21511307-5101	21511308-5101		
Emergency Management/Hospital Insurance	FY06HMEP/Hospital Insurance	\$	2,344.00

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

RESOLUTION NO. 07-879

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Sandra Fouty has resigned her temporary assignment with the Child Support Enforcement Agency; effective
date June 29, 2007.

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

DALE WILGUS, TREASURER, INVESTMENT COMMITTEE MEETING

RESOLUTION NO. 07-880

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

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn into Executive Session at 9:35AM.

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

RESOLUTION NO. 07-881

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mr. Jordan to adjourn out of Executive Session at 10:30AM.

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

There being no further business the meeting adjourned.

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Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners