

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD NOVEMBER 19, 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. 07-1423

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD NOVEMBER 15, 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 November 15, 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. 07-1424

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR1116 AND MEMO TRANSFERS IN BATCH NUMBERS MTAPR1116:

It was moved by Mr. Jordan, seconded by Mr. Ward to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR1116, memo transfers in batch numbers MTAPR1116 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
Decrease			
Northwoods	Software System	23711630-5305	\$ 51,840.00
Increases			
Franklin County Coroner	Autopsy Services	10030301-5342	\$ 10,000.00
Northwoods	Software System (add line)	23711630-5301	\$ 51,840.00
Northwoods	Software System (add line)	23711630-5450	\$ 8,575.00
Northwoods	Software System (add line)	23711630-5260	\$ 77,165.00
Vouchers			
Trident	Security	10011102-5360	\$ 5,987.89
Franklin County Coroner	Autopsy Services	10030301-5342	\$ 5,296.00
City of Dublin	Sewer Charge Reimbursement	66290301-5319	\$ 28,198.13
City of Powell	Refund of Pay for Other Vendor	66290301-5319	\$ 11,800.00
Community Action	Development Account	22411612-5348	\$ 5,003.97
Squire Sanders	Legal Services	66690501-5361	\$ 66,790.81
Child Care Unlimited	Day Care	22411610-5348	\$ 6,683.80
Kiddie Academy	Day Care	22411610-5348	\$ 14,170.22
Shelly Company	Kinter 36-37 Improvements	23011701-5365	\$ 139,926.90
ACI	Site Work CFOA	43111424-5410	\$ 13,148.34
ACI	Site Work CFOA	43111424-5410	\$ 183,233.49
Great Lakes Hotel Supply	Food Equipment CFOA	43111424-5410	\$ 34,055.10
Oberlanders	Landscaping CFOA	43111424-5410	\$ 36,255.36
Fox Mechanical	Plumbing CFOA	43111424-5410	\$ 7,500.95
Central Fire	Fire Protection	43111424-5410	\$ 5,619.36
Treasurer	CFOA Retainage	43111424-5410	\$ 7,865.60
Memo Transfer			
From	To		
Child Support	Commissioners	November	\$ 3,110.42
23711630-5380	10011101-4233	Indirect Cost	
Child Support	Commissioners	November	\$ 7,420.42
23711630-5335	10011101-4233	Rent	

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

RESOLUTION NO. 07 -1425

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

Juvenile Court is requesting that Bobbie Massie attend a 2007 Specialized Dockets 4th Annual Conference in Columbus, Ohio December 14, 2007, at no cost.

Juvenile Court is requesting that Darlene Barnes, Debbie Reeve, Howard Heston, Mary Cagnian, Teresa Tackett, Amanda Weiss and Dave Andrews attend a Get Motivated Conference in Columbus, Ohio November 13, 2007 at the cost of \$100.00.

The Sheriff’s Office is requesting that Matt Graham and Jack Daniels attend a Commercial Vehicle Enforcement Seminar in Huron, Ohio December 13-14, 2007, at the cost of \$193.54.

The Engineer’s Office is requesting that Chris Bauserman attend a Resolving Conflicts of Survey Evidence Seminar in Dayton, Ohio December 14, 2007, at the cost of \$364.50.

The Prosecutor’s Office is requesting that Chrystal Alexander attend a Suicide Prevention Conference in Worthington, Ohio November 29, 2007, at the cost of \$50.00.

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

RESOLUTION NO. 07-1426

IN THE MATTER OF CANCELING THE THURSDAY NOVEMBER 23, 2007 COMMISSIONERS’ SESSION:

It was moved by Mr. Ward, seconded by Mr. Jordan to cancel the Thursday November 23, 2007 Commissioners’ Session due to the Holiday.

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

RESOLUTION NO. 07-1427

IN THE MATTER OF ACCEPTING ROADS AND APPROVING RECOMMENDED SPEED LIMITS FOR CHESHIRE WOODS ESTATES SECTION 1:

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

Cheshire Woods Estates Section 1

The roadways to be accepted are as follows:

- **Hatherton Place**, to be known as **Township Road Number 1560**
- **Lawton Street**, to be known as **Township Road Number 1561**
- **Broxton Lane**, to be known as **Township Road Number 1562**
- **Birtles Court**, to be known as **Township Road Number 1563**

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. 07-1428

IN THE MATTER OF ESTABLISHING STOP CONDITIONS FOR CHESHIRE WOODS ESTATES SECTION 1:

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

Stop Conditions –Cheshire Woods Estates Section 1

- On Township Road Number 1560, Hatherton Place, at its intersection with County Road Number 39, Rome Corners Road
- On Township Road Number 1561, Lawton Street, at its intersection with Township Road Number 1560, Hatherton Place
- On Township Road Number 1562, Broxton Lane, at its intersection with Township Road Number 1560, Hatherton Place
- On Township Road Number 1563, Birtles Court, at its intersection with Township Road Number 11560, Hatherton Place

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

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RESOLUTION NO. 07-1429

IN THE MATTER OF APPROVING THE RELEASE OF THE MAINTENANCE BONDS FOR JEWETT ROAD
WIDENING FOR DERBY GLEN FARMS SECTION 1:

It was moved by Mr. Jordan, seconded by Mr. Ward to release the maintenance bond for Jewett Road
Widening for Derby Glen Farms Section 1:

Jewett Road Widening for Derby Glen Farms Section 1

In August, 2006, your Board entered into agreement with Jewett Road Associates, LLC for the above
referenced project. The developer has completed this project to the satisfaction of this office and The
Engineer, therefore, has requested approval to release the Letter of Credit being held as surety and to release
Jewett Road Associates, LLC from their responsibility to this project.

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

RESOLUTION NO. 07 -1430

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

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

Permit #	Applicant	Location	Type of Work
U07156	AT&T	Maxtown/Tussic Street Roads	Place new cabinet and trench cable in right-of-way
U07157	AT&T	Farmington Avenue	Bore road

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

RESOLUTION NO. 07-1431

IN THE MATTER OF APPROVING WEIGHT LIMIT REDUCTIONS ON VARIOUS ROADS IN DELAWARE
COUNTY:

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

Weight Limit Reductions

The Ohio Revised Code, **Section 5577.07**, provides for the reduction of the weight limits on roads when thaws
or excessive moisture render roads insufficient to bear normal traffic. Therefore, The Engineer is requesting
that your Board reduce the load limits on the attached list of County and Township Roads by 40 percent of the
legal limit in accordance with **Section 5577.07** of the ORC based on the presence of excessive soil moisture
and the detrimental effect of numerous freeze/thaw cycles.

2008 POSTED ROADS

ROAD	#	ROAD NAME	BEGIN LIMIT	END LIMIT
TOWNSHIP	35	3B'S & K, S	CHESHIRE	US ROUTE 36
TOWNSHIP	33	ALEXANDER		
TOWNSHIP	102	ARMSTRONG		
TOWNSHIP	86	BAKER		
TOWNSHIP	107	BALE KENYON		
TOWNSHIP	66	BEACOM		
TOWNSHIP	140	BEAN OLLER		
TOWNSHIP	252	BEARD		
TOWNSHIP	581	BENT TREE		
TOWNSHIP	75	BERKSHIRE		
TOWNSHIP	68	BLAYNEY		
TOWNSHIP	67	BLUE CHURCH		
TOWNSHIP	92	BRAUMILLER		
TOWNSHIP	141	BUNTY STATION		
TOWNSHIP	165	BURNT POND	US ROUTE 36	FONTANELLE
TOWNSHIP	193	BUTTERMILK HILL	STATE ROUTE 203	TROY
TOWNSHIP	81	CAACKLER		

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TOWNSHIP	152	CALHOUN		
TOWNSHIP	165	CARR		
TOWNSHIP	334	CARRIAGE		
TOWNSHIP	25	CENTER VILLAGE	RED BANK	HARLEM
TOWNSHIP	63	CHAMBERS		
TOWNSHIP	33	CLARK		
TOWNSHIP	139	CLARK SHAW		
TOWNSHIP	129	CONCORD	HARRIOTT	COOK
TOWNSHIP	132	COOK		
TOWNSHIP	89, 273	CURVE	GLENN	LACKEY OLD STATE
TOWNSHIP	271	DALE FORD		
TOWNSHIP	167	DEGOOD		
TOWNSHIP	35	DOMIGAN		
TOWNSHIP	104	DUSTIN		
TOWNSHIP	1481	FALLING MEADOWS		
TOWNSHIP	164	FONTANELLE	OSTRANDER	SMART
TOWNSHIP	142	FORD		
TOWNSHIP	1224	FOUR WINDS		
TOWNSHIP	143	FRESHWATER		
TOWNSHIP	262	FRY		
TOWNSHIP	82	GIEHL		
TOWNSHIP	93	GLENN	CURVE	DELAWARE CITY
TOWNSHIP	33	GOLF COURSE		
TOWNSHIP	87	HARRIS		
TOWNSHIP	76	HOGBACK		
TOWNSHIP	482	HOLLEY WOODS DRIVE		
TOWNSHIP	77	HOWARD		
TOWNSHIP	216	HUDSON		
TOWNSHIP	110	JAYCOX		
TOWNSHIP	73	JOE WALKER		
TOWNSHIP	85	JUMPER		
TOWNSHIP	219	KELLY MCMASTER	TROY TOWNSHIP	STATE ROUTE 42
TOWNSHIP	103	KINGSBURY		
TOWNSHIP	149	KLONDIKE		
TOWNSHIP	155	LARCOMB		
TOWNSHIP	247	MCCURDY	LEONARDSBURG	OXFORD TWP
TOWNSHIP	133	MERCHANT		
TOWNSHIP	160	NEWHOUSE		
TOWNSHIP	114	ORANGE, E	S OLD STATE	BALE KENYON
TOWNSHIP	114	ORANGE, W	STATE ROUTE 315	US ROUTE 23
TOWNSHIP	142	OWEN FRALEY		
TOWNSHIP	50	PATRICK	TRENTON TWP	FREDRICKS
TOWNSHIP	56	PEERLESS		
TOWNSHIP	196	PENRY	STATE ROUTE 203	TROY
TOWNSHIP	99	PIATT	CHESHIRE	PEACHBLOW
TOWNSHIP	263	PITTMAN	US ROUTE 42	LEONARDSBURG
TOWNSHIP	54	PLANTATION		
TOWNSHIP	105	PLUMB	ROME CORNERS	S. OLD 3 C
TOWNSHIP	88	PLUNKETT		
TOWNSHIP	101	POLLOCK		
TOWNSHIP	12	PORTER CENTRAL	CENTERBURG	OLIVE GREEN
TOWNSHIP	12	PORTER CENTRAL	STATE ROUTE 656	MORROW COUNTY LINE
TOWNSHIP	253	PUGH		
TOWNSHIP	483	RENEE COURT		
TOWNSHIP	95	ROLOSON		
TOWNSHIP	69	ROSECRANS		
TOWNSHIP	161	RUSSELL		
TOWNSHIP	122	RUTHERFORD	SR 257	SAWMILL PARKWAY

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TOWNSHIP	919	RYAN MEADOWS		
TOWNSHIP	121	SELDOM SEEN	STATE ROUTE 257	SAWMILL PARKWAY
TOWNSHIP	134	SHERMAN		
TOWNSHIP	258	SHORTCUT		
TOWNSHIP	85	SKINNER		
TOWNSHIP	168	SLOCUM		
TOWNSHIP	162	SMART		
TOWNSHIP	125	STEITZ	RUTHERFORD	HOME
TOWNSHIP	156	STOVER	DEAN	UNION COUNTY
TOWNSHIP	94	SWEENEY		
TOWNSHIP	71	TODD STREET		
TOWNSHIP	58	TRIMMER		
TOWNSHIP	70	TWIGG HUPP		
TOWNSHIP	57	ULERY	OLIVE GREEN	TRIMMER
TOWNSHIP	276	VELEY	KELLY MCMASTER	OXFORD TWP
TOWNSHIP	265	WALTON		
TOWNSHIP	173	WARREN		
TOWNSHIP	56	WILSON		

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

RESOLUTION NO. 07 -1432

IN THE MATTER OF APPROVING AGREEMENT WITH CH2M HILL COMPANIES, INC. FOR PROFESSIONAL ENGINEERING SERVICES FOR RED BANK ROAD BRIDGE OVER HOOVER RESERVOIR REHABILITATION PROJECT:

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

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
RED BANK ROAD BRIDGE OVER HOOVER RESERVOIR REHABILITATION
DEL-CR-31-1.11 – PART 1 PRELIMINARY ENGINEERING

Section 1 – Parties to the Agreement

Agreement made and entered into this 19th day of November, 2007 by and between the Delaware County Board of Commissioners, Delaware County, Ohio (“County”), and the firm of CH2M Hill, Inc., Rea Building, Suite 190, 5775 Perimeter Drive, Dublin, Ohio 43017, being a wholly owned subsidiary of CH2M Hill Companies, Ltd. (“Consultant”).

Section 2 – Contract Administrator

The Delaware County Board of Commissioners hereby designates the Delaware County Engineer as Administrator and agent of the Board for performance of the Work performed under this Agreement. The Administrator shall have the right to issue Notice to Proceed, Notice to Suspend or Notice to Resume Work under this Agreement within the dates to which this Agreement is effective and shall have general supervision of the Work.

Section 3 – Scope of Work

Consultant agrees to furnish, unto the County, professional design services relating to preliminary engineering for the project known as **Red Bank Road Bridge over Hoover Reservoir Rehabilitation, DEL-CR-31-1.11**, Delaware County, Ohio, including the services specifically itemized in **Part 1** of the Request for Proposal and Scope of Services by the Delaware County Engineer dated January 11, 2007, the Technical Proposal submitted by the Consultant dated March 9, 2007, and the Price Proposal submitted by the Consultant October 30, 2007, all documents by this reference hereby made part of this Agreement. Consultant further agrees to perform said services promptly and in a skillfully competent manner in accordance with the standards applicable to this work, and under the direction of the Administrator.

Section 4 – Compensation

Compensation for Work performed under this Agreement shall be based on the cost plus net fee not to exceed One Hundred Thirty Five Thousand Seven Hundred Eight Dollars (\$135,708) and separately itemized “If-Authorized” tasks totaling Five Thousand One Hundred Five Dollars (\$5,105) detailed in the Consultant’s aforementioned Price Proposal.

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 word “Invoice” with a sequential invoice number provided. Invoices shall be reviewed and approved by the

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Administrator prior to payment. Consultant shall not commence any "If-Authorized" task listed in the Price Proposal until written authorization for such work is provided by the County.

Section 6 – Completion of Work, Delays and Extensions

All work associated with Part 1 of the Agreement, in accordance with Section 3 above, shall be completed by the Consultant no later than November 1, 2008. In the event that unavoidable delays prevent the timely completion of the Work provided under this Agreement, the Consultant may make a written request for extension, and the County may grant such an extension provided that all other terms of the Agreement are adhered to.

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 three (3) years after construction of the project is completed and accepted by the County Engineer or December 31, 2015, 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 and 7.2.
- 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 and its employees from any and all damages, injury, costs, expenses, judgments or decrees, or any other liabilities that they may incur as a result of bodily injury, sickness, disease or death or injury to or destruction of tangible property including the loss of use resulting therefrom, to the extent caused in whole or part by any negligent acts, errors or omissions of the Consultant, its employees, agents, subcontractors, and their employees and agents' subcontractors and their employees or any other person for whose acts any of them may be liable.

Section 9 – Termination of Agreement

The County reserves the right to terminate this Agreement at any time for reasons identified in this Agreement or for any other reasons, for the convenience of the County. Upon termination of the Agreement, the County will provide written notice to the Consultant to terminate all work at which time the Consultant shall terminate all work associated with this Agreement and submit a final estimate for the portion of the work completed to date. The County shall not be responsible for payment for any work performed after the date of termination.

Section 10 – Change in Scope of Work

In the unforeseen event that substantial changes to the scope of work as defined in Section 3 are required during performance of work under this Agreement, the first party shall notify the second party in writing with a detailed explanation of the circumstances believed to have changed beyond those originally contemplated by this Agreement. Any subsequent modifications to this Agreement shall be approved by both parties.

Section 11 – Ownership of Engineering Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all engineering documents as part of this Agreement. Documents shall be considered, but not limited to, any completed or partially completed surveys, calculations, reports, schematics, drawings and any other tangible written or electronic work produced exclusively as part of this Agreement. This section does not require unauthorized duplication of copyrighted materials.

Section 12 – Change of Key Consultant Staff

The Consultant shall immediately notify the County, in writing, of any change to key Consultant staff or subconsultants assigned to the Work as contemplated at the time of executing this Agreement.

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Section 13 – Miscellaneous Terms & Conditions

- 13.1 **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.
- 13.2 **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.
- 13.3 **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.
- 13.4 **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.
- 13.5 **Waivers:** No waiver of breach of any provision of this Agreement shall in any way constitute a waiver of any prior, concurrent, subsequent, or future breach of this Agreement or any other provision hereof. No term or provision of this Agreement shall be deemed waived, and no breach excused, unless such a waiver or consent is expressly made in writing and signed by the party claimed to have waived or consented. Such waiver shall not constitute and shall not in any way be interpreted as a waiver of any other term or provision or future breach unless said waiver expressly states an intention to waive another specific term or provision or future breach.
- 13.6 **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.
- 13.7 **Findings for Recovery:** Consultant certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 13.8 **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.
- 13.9 **Non-Discrimination/Equal Opportunity:** Consultant hereby certifies that, in the hiring of employees for the performance of work under this Agreement or any subcontract, that neither it nor any subcontractor, by reason of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry, shall discriminate against any citizen of this state in the employment of a person qualified and available to perform the work to which the Agreement relates.
- Consultant further certifies that neither it nor any subcontractor, or person acting on behalf of it or any subcontractor, in any manner, shall discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, disability as defined in section 4112.01 of the Revised Code, national origin, or ancestry.
- Consultant certifies that it has a written affirmative action program for employment and effectively utilizes economically disadvantaged persons, as referred to in division (E)(1) of section 122.71 of the Revised Code.
- Consultant certifies that it complies with all applicable laws regarding Non-Discrimination / Equal Opportunity and will not discriminate.
- 13.10 **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

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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 -1433

IN THE MATTER OF APPROVING A PRELIMINARY LEGISLATION AGREEMENT BETWEEN THE DELAWARE COUNTY COMMISSIONERS AND THE OHIO DEPARTMENT OF TRANSPORTATION FOR THE BROWN ROAD OVER BOKES CREEK PROJECT:

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

PRELIMINARY LEGISLATION
RC 5521.01
Resolution Number 07-1433
PID Number 83528
DEL-TR176-0.02
(Brown Road over Bokes Creek)
ODOT Agreement Number 21764

The following is a Resolution enacted by the Board of Commissioners of Delaware County, Ohio, hereinafter referred to as the Local Public Agency (LPA), in the matter of the described project.

SECTION I - Project Description

WHEREAS, the COUNTY has identified the need for the described project:

This project proposes to rehabilitate or replace the structure on TR176 (Brown Road) over Bokes Creek.

NOW THEREFORE, be it resolved by the Board of Commissioners of Delaware County, Ohio;

SECTION II - Cooperation Statement

The LPA shall cooperate with the Director of Transportation in the described project.

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

RESOLUTION NO. 07-1434

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR THE SHERIFF’S OFFICE:

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

Transfer of Appropriation			
From	To		
10031304-5224	10031304-5332		
Sheriff Conveyance Fees/Uniforms	Sheriff Conveyance Fees/Phone Allowance	\$600.00	

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

RESOLUTION NO. 07-1435

IN THE MATTER OF APPROVING TRANSFER OF APPROPRIATIONS FOR JUVENILE COURT:

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

Transfer of Appropriation			
From	To		
27126310-5215	27126310-5001		
Juvenile Incentive Grant/Program Supplies	Juvenile Incentive Grant/Compensation	\$	1,000.00
27126310-5215	27126310-5101		
Juvenile Incentive Grant/Program Supplies	Juvenile Incentive Grant/Insurance	\$	150.00

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27126310-5215	27126310-5120					
Juvenile Incentive Grant/Program Supplies	Juvenile Incentive Grant/PERS	\$	240.00			
27126310-5215	27126310-5131					
Juvenile Incentive Grant/Program Supplies	Juvenile Incentive Grant/Medicare	\$	30.00			
Vote on Motion	Mr. Ward	Aye	Mr. Jordan	Aye	Mr. Evans	Aye

RESOLUTION NO. 07-1436

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Recommendation to hire Mark Blank as an Operator with the OECC; effective date December 3, 2007.

Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Aye
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RESOLUTION NO. 07-1437

IN THE MATTER OF APPROVING THE SANITARY SEWER IMPROVEMENT PLANS FOR LIBERTY CROSSINGS AND THE FINAL CLARIFIER IMPROVEMENTS– OECC:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve sanitary sewer plans For Liberty Crossings And The Final Clarifier Improvements– OECC for submittal to the Ohio EPA for their approval as per recommendation of the County Sanitary Engineer.

Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Aye
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RESOLUTION NO. 07-1438

IN THE MATTER OF AWARDING THE BID FOR CALCIUM NITRATE SOLUTION BY THE DIVISION OF ENVIRONMENTAL SERVICES:

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

Whereas the Division of Environmental Services has solicited and received bids for the purchase of Calcium Nitrate Solution to be used on an as-needed basis within the wastewater collection and treatment systems and

Whereas the Division of Environmental Services has solicited and received bids for the purchase of Calcium Nitrate Solution Optimization and Testing Services and

Whereas the Division of Environmental Services has solicited and received bids for the purchase of Calcium Nitrate with Versadose System and Equipment and

Whereas the Division of Environmental Services has evaluated the bid packages and required product field testing for conformance to the specifications and

Whereas the Division of Environmental Services has determined that Siemens Water Technologies has been identified as the lowest and best bid for Bid Item #3 Alternate, Calcium Nitrate with Versadose System and Equipment at a price of \$0.5657 per pound.

Therefore be it resolved that the Board of County Commissioners award the Bid Item #3 Alternate to Siemens Water Technologies and reject all other bids.

Vote on Motion	Mr. Ward	Aye	Mr. Jordan	Aye	Mr. Evans	Aye
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RESOLUTION NO. 07-1439

IN THE MATTER OF BIDDING THE FINAL CLARIFIER IMPROVEMENTS– OLENTANGY ENVIRONMENTAL CONTROL CENTER BY THE DIVISION OF ENVIRONMENTAL SERVICES:

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

Whereas the Division of Environmental Services desires to perform repairs to the existing clarifiers at the Olentangy Environmental Control Center (OECC), and

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Whereas the performance of these improvements will need to be contracted through the competitive bidding process, and

Whereas the Engineer’s Estimate is \$125,000.00, and

Whereas the Division of Environmental Services desires to receive bids for the performance of the repairs on January 4, 2008.

Therefore, be it resolved that the Board of County Commissioners will receive bids for the proposed improvements and repairs on **January 4, 2008 at 11:00 AM** at 101 North Sandusky Street, Delaware, Ohio.

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

RESOLUTION NO. 07-1440

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Sidra McNeely is resigning her position as a part-time Paramedic with the EMS Department; effective date November 8, 2007.

Christopher Bell is resigning his position as a part-time Paramedic with the EMS Department; effective date November 8, 2007.

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

RESOLUTION NO. 07-1441

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Recommendation to approve 94.89946 hours of Leave-With-Out-Pay for pay period 0701024 for Stacey Montague.

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

RESOLUTION NO. 07-1442

IN THE MATTER OF APPROVING A REAL ESTATE PURCHASE CONTRACT BETWEEN THE DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE 2081 RT. 23 COMPANY LTD. FOR THE 5.684 ACRES OF PROPERTY LOCATED AT 2081 N. US ROUTE 23, DELAWARE, OHIO:

It was moved by Mr. Ward, seconded by Mr. Jordan to approve A Real Estate Purchase Contract Between The Delaware County Board Of Commissioners And The 2081 Rt. 23 Company Ltd. For The 5.684 Acres Of Property Located At 2081 N. Us Route 23, Delaware, Ohio.

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

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

RESOLUTION NO. 07-1443

9:30 AM - IN THE MATTER OF PUBLIC HEARING # 2 FOR THE DELAWARE COUNTY HOUSING IMPROVEMENT PROGRAM (DCHIP):

It was moved by Mr. Ward, seconded by Mr. Jordan to open the hearing.

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

RESOLUTION NO. 07-1444

IN THE MATTER OF CLOSING THE PUBLIC HEARING # 2 FOR THE DELAWARE COUNTY HOUSING IMPROVEMENT PROGRAM (DCHIP):

It was moved by Mr. Ward, seconded by Mr. Jordan to close the hearing.

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Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Aye
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RESOLUTION NO. 07-1445

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 AND FOR PENDING REAL ESTATE ACQUISITION:

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

Vote on Motion	Mr. Evans	Aye	Mr. Jordan	Aye	Mr. Ward	Aye
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RESOLUTION NO. 07-1446

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 11:17AM.

Vote on Motion	Mr. Jordan	Aye	Mr. Evans	Aye	Mr. Ward	Aye
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There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward

Letha George, Clerk to the Commissioners