

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 7, 2008

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

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

- 1:00 PM Prosecutor Session
- 7:30 PM Public Hearing For Consideration Of The O’Brien Ditch #440 Ditch Petition Filed By Richard Dawson And Others

PUBLIC COMMENT

RESOLUTION NO. 08-09

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 3, 2008 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve the resolutions and records of the proceedings from regular meeting held January 3, 2008 as contained in the county’s official electronic recordings of the proceedings.

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

RESOLUTION NO. 08-10

IN THE MATTER OF APPROVING VOUCHERS:

It was moved by Mr. Jordan, seconded by Mr. Evans to approve Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
<b>Vouchers</b>			
Delaware City Schools	Child Care	22411610-5348	\$ 4,930.14
Delaware City School	Child Care	22511607-5348	\$ 433.12

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

RESOLUTION NO. 08-11

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The Code Compliance Department is requesting that Joseph Amato attend a 2008 National Electrical Code Change Seminar in Westerville, Ohio January 10, 2008, at the cost of \$15.00.

Juvenile Court is requesting that Fran Darr and Sharon McCollister attend a Judicial College Training in Union County February 22, 2008, at no cost.

The Child Support Enforcement Agency is requesting that Kelly Mills and Adeana Gray attend an OCDA Community Meeting in Columbus, Ohio February 22, 2008.

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

RESOLUTION NO. 08-12

IN THE MATTER OF APPROVING DITCH MAINTENANCE PETITION FOR NELSON FARMS SECTION 1, PHASES A-D, SECTION 2 AND SECTION 3:

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

Ditch Maintenance Petition- Nelson Farms Section 1, Phases A-D, Section 2 And Section 3

We the undersigned owners of 154.64 acres in **Liberty** Township, Delaware County, Ohio propose to create a subdivision known as **Nelson Farms Section 1, Phases A-D, Section 2 And Section 3** as evidenced by the attached subdivision plat (Exhibit “A” which is available at the County Engineer’s Office). This plat has been approved and signed by 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

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 7, 2008

constructed within 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 **Nelson Farms Section 1, Phases A-D, Section 2 And Section 3** Subdivision.

The cost of the drainage improvements is \$762,750.00 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 this subdivision. 150 lots are created in this plat and each lot receives an equal share of the benefit (cost) of the project. The basis for calculating the assessment for each lot is therefore, \$5,085.00 per lot. An annual maintenance fee equal to 2% of this basis \$101.70 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 19 lots in section 1, phase A in the amount in the amount of \$1,923.30 has been paid to Delaware County. The first year’s assessments for section 1, Phase B (4lots), C (5 lots) and D (21 Lots) (\$406.80, \$508.50 and \$2,135.70 respectively, Section 2 (68 lots (6,915.60) and Section 3 (33 lots \$3,356.10) will be provided prior to the final plat for those sections using the same annual maintenance fee per lot as stated above.

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

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

RESOLUTION NO. 08-13

IN THE MATTER OF ACCEPTING MAINTENANCE BONDS FOR MANSARD ESTATES SECTION 1:

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

Mansard Estates Section 1

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

In accordance with the Subdivider’s Agreement, The Engineer recommends that the maintenance bond be set at **\$162,540** for the duration of the one year maintenance period. A Bond in that amount is available. He also request approval to return the Bond being held as construction surety to the developer, M/I Homes. A letter authorizing the release of this Bond is available for your approval.

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

RESOLUTION NO. 08-14

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

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

Permit #	Applicant	Location	Type of Work
U07164	Columbia Gas of Ohio	Liberty Road	Dig test holes
U07165	Verizon	Blanket	Provide single customer services
U07166	Columbia Gas	Sawmill Road	Install gas main
U07168	Embarq	Blanket	Provide single customer services
U07169	AT&T	Sunbury Road	Bore road
U07170	American Electric Power	Liberty Road	Rebuild pole line
U07171	American Electric Power	Liberty/Hyatts Roads	Work on existing line

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

**COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 7, 2008**

**RESOLUTION NO. 08-15**

**IN THE MATTER OF SELLING PERSONAL PROPERTY, WHICH IS NOT NEEDED FOR PUBLIC USE, OR IS OBSOLETE OR UNFIT FOR THE USE FOR WHICH IT WAS ACQUIRED, BY INTERNET AUCTION:**

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

WHEREAS, Delaware County Board of Commissioners has determined that each year the county has surplus property, including motor vehicles acquired for the use of county officers and departments, and road machinery, equipment, tools, or supplies, which is not needed for public use, or is obsolete or unfit for the use for which it was acquired; and

WHEREAS, Ohio Revised Code Section 307.12 (E) allows by resolution adopted each calendar year the sale of such property by internet auction;

NOW THEREFORE BE IT RESOLVED, that the Board of Commissioners of Delaware County, State of Ohio, declares its intent to sell such property by internet auction and adopt the following:

**Delaware County  
Online Surplus Property Disposition  
General Guidelines**

Delaware County hereby creates the following rules pursuant to Ohio Revised Code 307.12:

1. The Delaware County Board of Commissioners has determined that surplus personal property including motor vehicles acquired for the use of County Officers and departments, and road machinery, equipment, tools, or supplies, which is not needed for the public use, or is obsolete or unfit for the use it was acquired is appropriate to be sold by Internet auction.
2. The auctions shall be conducted on a continuous basis through accessing the Delaware County surplus property through the Delaware County website located at [www.co.delaware.oh.us](http://www.co.delaware.oh.us).
3. The surplus property will be posted for a period of no less than 15 days, including Saturdays, Sundays, and legal holidays, but such time may be extended at the discretion of the Board or its representative in order to maximize the financial return to the County.
4. The Board or its representative on an item-by-item basis may determine minimum price or reserve price and the terms or conditions of sale, including but not limited to requirements for pickup and/or delivery, method of payment, and payment of sales tax in accordance with applicable laws for that item. Such information shall be available on the website.
5. The highest bid for the surplus property will prevail. However Delaware County reserves the right for its representative to withdraw the offer or cancel bids in an auction if one or more of the following circumstances apply:
  - a. It is determined that an auction shall be canceled or terminated early,
  - b. A bidder requests permission to back out of a bid,
  - c. The identity of the bidder cannot be verified, or
  - d. It is determined that a bidder is purchasing the surplus for a use contrary to the health and welfare of Delaware County or its citizens.
6. The Board of Commissioners has contracted with GovDeals, Inc. to provide the software necessary for completing the Internet auction.
7. The Board will advertise in a newspaper of general circulation after adoption of any resolution of its intent to sell surplus property by internet auction and will post a second notice 15 days after the publication of such first notice in the same newspaper of general circulation.
8. The County will also post a notice of such Internet auction in a conspicuous place and on a continuous basis and in the offices of the Board of County Commissioners and the County Auditor.
9. A notice will appear continuously on the County's website that surplus property is available through Internet auction.

**Online Sales – Terms and Conditions**

**All bidders and other participants of this auction agree that they have read and fully understand these terms and agree to be bound thereby.**

Guaranty Waiver. All property is offered for sale "AS IS, WHERE IS." Board of County Commissioners of Delaware County, Ohio (Seller) makes no warranty, guaranty or representation of any kind, expressed or implied, as to the merchantability or fitness for any purpose of the property offered for sale. The Buyer is not entitled to any payment for loss of profit or any other money damages – special, direct, indirect, or consequential.

Description Warranty. Seller warrants to the Buyer that the property offered for sale will conform to its description. Any claim for misdescription must be made prior to removal of the property. If Seller confirms that the property does not conform to the description, Seller will keep the property and refund any money paid. The liability of Board of County Commissioners of Delaware County, Ohio shall not exceed the actual purchase price of the property.

**COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 7, 2008**

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Please note that upon removal of the property, all sales are final.

Personal and property risk. Persons attending during exhibition, sale or removal of goods assume all risks of damage of or loss to person and property and specifically release the seller and GovDeals from liability therefore.

Inspection. Most items offered for sale are used and may contain defects not immediately detectable. Bidders may inspect the property prior to bidding. Bidders must adhere to the inspection dates and times indicated in the item description. Please contact the individual listed on the item description (special instructions) to schedule an inspection.

Consideration of Bid. The Board of County Commissioners of Delaware County, Ohio reserves the right to reject any and all bids and to withdraw from sale any of the items listed.

Buyer's Certificate. Successful bidders will receive a Buyer's Certificate by email from GovDeals.

Payment. Payment in full is due not later than 5 business days from the time and date of the Buyer's Certificate. Acceptable forms of payment are:

- U. S. Currency in the exact amount of the total purchase(s) (County offices cannot provide change)
- Certified Check
- Cashiers Check
- Money Order
- Company Check (with Bank Letter guaranteeing funds – mandatory)

Checks shall be made payable to: Delaware County. Payments shall be made at the location listed in the Buyer's Certificate.

Escrow Payment. When the purchase price (of a single item or the aggregate purchase price of multiple items) totals \$5,000 or greater, the Seller may require a down payment from the winning Buyer. This non-refundable fee will be 20% of the total purchase price. When the Seller exercises this option, the Buyer will have 48-hours from the time of issuance of the Buyers Certificate, to comply with this requirement. If Buyer fails to comply with this requirement within the stated time frame, the Seller can declare Buyer in default, bar them from further bidding and have them removed from the GovDeals system. If Buyer is in default, Seller may negotiate with next closest bidder, re-list at another auction and/or pursue all legal proceedings. All monies collected in escrow, will be deducted from total monies due at time of final payment.

Removal. All items must be removed within 10 business days from the time and date of issuance of the Buyer's Certificate. Purchases will be released only upon receipt of payment as specified. Successful bidders are responsible for loading and removal and any and all property awarded to them from the place where the property is located as indicated on the website and in the Buyer's Certificate. The Buyer will make all arrangements and perform all work necessary, including packing, loading and transportation of the property. Under no circumstances will Board of County Commissioners of Delaware County, Ohio assume responsibility for packing, loading or shipping. Property may be removed between the hours of 9:00a.m. and 3:00p.m. , Monday through Friday, excluding legal holidays. For additional information, please contact the individual listed on the item description (special instructions). A daily storage fee of \$10.00 may be charged for any item not removed within the 10 business days allowed and stated on the Buyer's Certificate.

Vehicle Titles. Seller will issue a title or certificate upon receipt of payment. Titles may be subject to any restrictions as indicated in the item description on the website. Open titles cannot be issued. Board of County Commissioners of Delaware County, Ohio will not issue replacement titles.

Default. Default shall include (1) failure to observe these terms and conditions; (2) failure to make good and timely payment; or (3) failure to remove all items within the specified time. Default may result in termination of the contract and suspension from participation in all future sales until the default has been cured. If the Buyer fails in the performance of their obligations, Seller may exercise such rights and may pursue such remedies as are provided by law. Seller reserves the right to reclaim and resell all items not removed by Buyer thirty (30) days from the expiration of specified removal date.

Acceptance of Terms and Conditions. By submitting a bid, the bidder agrees that they have read, fully understand and accept these Terms and Conditions of Online Sales, and agree to pay for and remove the property, if the bid is accepted, by the dates and times specified. These Terms and Conditions are displayed at the top of each page of each item listed on GovDeals.

State/Local Sales and/or Use Tax. Buyers may be subject to payment of State and/or local sales and/or use tax. The Board of County Commissioners of Delaware County, Ohio is not responsible for collection of taxes. Buyers are responsible for contacting the appropriate tax office, completing any forms, and paying any taxes that may be imposed.

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 7, 2008

Sales to Employees. Employees of the Board of County Commissioners of Delaware County, Ohio may bid on the property listed for auction, so long as they do NOT bid while on duty. Any officer or employee participating in the determination of certain property as surplus shall not submit a bid for its purchase.

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

RESOLUTION NO. 08-16

IN THE MATTER OF AUTHORIZING EXECUTION OF CONTRACT WITH DAN CURTIS FOR APIARY INSPECTION SERVICES:

It was moved by Mr. Jordan, seconded by Mr. Evans to authorize the execution of the following:

This contract is made this 7<sup>th</sup> day of January 2008, by and between Delaware County by the Delaware County Commissioners and Dan Curtis, the Contractor.

- 1. Delaware County requires the services of an Apiary Inspector for calendar year 2008.
- 2. Dan Curtis, contractor, agrees to provide the services and supplies necessary to perform the tasks as determined by the Commissioners including and limited to providing those services pertaining to apiary Inspections.
- 3. For the services performed by Dan Curtis, the Commissioners agree to pay him a stipend computed on a monthly basis, not to exceed \$5,000.00 for the year 2008.
- 4. The relationship of the County and the County Commissioners to Dan Curtis, shall be that of an independent contractor and Mr. Curtis shall be responsible for all Federal, State and Local, and Social Security taxes and all insurance and all workers compensation obligations.
- 5. Either party may terminate this contract by providing the other party 60-day advance notice.
- 6 This contract constitutes the entire agreement between the parties with respect to the subject matter hereof and may not be modified, changed or amended except in writing signed by each of the parties.

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

RESOLUTION NO. 08- 17

IN THE MATTER OF GRANTING SIGNATURE AUTHORITY FOR PURCHASE ORDER AND VOUCHER REQUESTS AND/OR APPROVAL:

It was moved by Mr. Jordan, seconded by Mr. Evans to authorize the following:

- Whereas, Chapter 5705 of the Ohio Revised Code governs expenditure procedures for county governments, and
- Whereas, the Board of County Commissioners are required to make annual appropriations to fund the various expenditures of county government, and
- Whereas, each expenditure must be made by warrant against the appropriate fund and the warrant must show the appropriation, authorized by the Board of Commissioners, that authorizes the expenditure and the fund against which the warrant is drawn, and
- Whereas, Ohio Revised Code 305.30 permits a Board of Commissioners to delegate authority to pay claims for goods received and services rendered within limits provided by resolution of the board,

Now Therefore be it resolved, that the Board of County Commissioners of Delaware County, State of Ohio, grant signature authority to the following list of individuals to request expenditure of the indicated funds within the appropriated amounts,

		<u>Authorized to Request</u>		
		<u>Payroll</u>	<u>P.O.</u>	<u>Vouchers</u>
<b>ADMINISTRATIVE SERVICES</b>				
<u>Human Resources</u>				
	Director of Administrative Services	X	X	X
#10011108	Personnel Coordinator	X	X	X
#10011109	Personnel Coordinator		X	X

Insurance & Risk

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 7, 2008

	Director of Administrative Services	X	X	X
#602	Insurance & Risk Technician		X	X
#601	Insurance & Risk Technician		X	X
#750	Insurance & Risk Technician		X	X
#751	Insurance & Risk Technician		X	X
<u>Safety</u>				
	Director of Administrative Services	X	X	X
#10011302	Safety Officer	X	X	X
<u>Animal Control (Dog &amp; Kennel)</u>				
	Director of Administrative Services	X	X	X
#20411305	Dog Warden	X	X	X
<u>Records Center</u>				
	Director of Administrative Services	X	X	X
#10011103	Records Center Coordinator	X	X	X
<b>ECONOMIC DEVELOPMENT</b>				
#210	Director of Economic Development	X	X	X
	ED Specialist		X	X
#230	Director of Economic Development		X	X
	ED Specialist		X	X
#231	Director of Economic Development	X		X
	ED Specialist		X	X
#408	Director of Economic Development	X		X
	ED Specialist		X	X
<b>EMERGENCY SERVICES</b>				
<u>9-1-1 Center</u>				
	Director of Emergency Services	X	X	X
#214	Operations Manager	X	X	X
#10011304	Operations Manager	X	X	X
<u>EMA</u>				
	Director of Emergency Services	X	X	X
#215	EMA Supervisor	X	X	X
<u>EMS</u>				
	Director of Emergency Services	X	X	X
#10011303	EMS Supervisor	X	X	X
#213	EMS Supervisor		X	X
<u>EMS Construction</u>				
	Director of Emergency Services		X	X
#402	Facilities Supervisor		X	X
#411	Director of Emergency Services		X	X
<b>ENVIRONMENTAL SERVICES</b>				
<u>Code Compliance</u>				
	Director of Environmental Services	X	X	X
#10011301	Code Compliance Supervisor	X	X	X
#10011107	Code Compliance Supervisor	X	X	X
<u>Sanitary Engineering</u>				
	Director of Environmental Services	X	X	X
#662	Sanitary Engineer	X	X	X
#663	Sanitary Engineer		X	X
#664	Sanitary Engineer		X	X
#665	Sanitary Engineer		X	X
#666	Sanitary Engineer	X	X	X
#667	Sanitary Engineer		X	X
<u>Operations</u>				
	Director of Environmental Services	X	X	X

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 7, 2008

#662	Sanitary Engineer	X	X	X
#666	Sanitary Engineer	X	X	X
<u>Transfer Station</u>				
#680	Director of Environmental Services	X	X	X
<u>Maintenance Bond Fund</u>				
#765	Director of Environmental Services		X	
	Sanitary Engineer			X
<b>FACILITIES</b>				
<u>Building &amp; Grounds</u>				
	Facilities Supervisor	X	X	X
#10011105	Maintenance Supervisor	X	X	X
<u>Service Center</u>				
	Facilities Supervisor	X	X	X
#10011106	Lead Mechanic		X	X
<b>JOB AND FAMILY SERVICES</b>				
	Director of Job and Family Services	X	X	X
#10011110	Asst. Director of Job and Family Services	X	X	X
	Fiscal Supervisor/Office Manager		X	X
#10011501	Asst. Director of Job and Family Services	X	X	X
	Fiscal Supervisor/Office Manager		X	X
#223	Asst. Director of Job and Family Services	X	X	X
	Fiscal Supervisor/Office Manager		X	X
#224	Asst. Director of Job and Family Services	X	X	X
	Fiscal Supervisor/Office Manager		X	X
#225	Asst. Director of Job and Family Services	X	X	X
	Fiscal Supervisor/Office Manager		X	X
#228	Asst. Director of Job and Family Services		X	X
	FCFC Supervisor		X	X
<b>CSEA</b>				
#237	Dir. Child Support Enforcement Agency	X	X	X
	Fiscal Supervisor	X	X	X
<b>COMMISSIONERS</b>				
<u>Administrative</u>				
#10011101	Clerk to Commissioners	X	X	X
	Asst. Clerk to Commissioners		X	X
<u>General</u>				
#10011102	Clerk to Commissioners	X	X	X
	Asst. Clerk to Commissioners		X	X
<b>CORONER</b>				
#10030301	Clerk to Commissioners	X	X	X
	Asst. Clerk to Commissioners	X	X	X
<b>with Coroner approval for processing vendor payments</b>				
<b>PERMANENT IMPROVEMENT</b>				
#401	Facilities Supervisor		X	X
	Clerk to Commissioners		X	X
	Asst. Clerk to Commissioners		X	X
<b>CAPITAL PROJECTS</b>				
#404	Facilities Supervisor		X	X
	Clerk to Commissioners		X	X
	Asst. Clerk to Commissioners		X	X
#431	Facilities Supervisor		X	X
	Clerk to Commissioners		X	X
	Asst. Clerk to Commissioners		X	X

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 7, 2008

#442	Clerk to Commissioners		X	X
	Asst. Clerk to Commissioners		X	X
<b>COURTS</b>				
#10029202	Clerk to Commissioners	X	X	
	Asst. Clerk to Commissioners	X	X	
	Auditor's Fiscal Dept			X
#10029203	Clerk to Commissioners	X	X	
	Asst. Clerk to Commissioners	X	X	
	Auditor's Fiscal Dept			X
<b>PUBLIC DEFENDER/ADULT PROBATION</b>				
#10011202	Clerk to Commissioners	X	X	
	Public Defender Secretary		X	X
<b>BOARD OF EDUCATION</b>				
#209	Director of Facilities		X	X
<b>BOND RETIREMENT</b>				
#501	Clerk to Commissioners		X	X
	Asst. Clerk to Commissioners		X	X
#502	Clerk to Commissioners		X	X
	Asst. Clerk to Commissioners		X	X
#503	Clerk to Commissioners		X	X
	Asst. Clerk to Commissioners		X	X
#504	Clerk to Commissioners		X	X
	Asst. Clerk to Commissioners		X	X
#505	Clerk to Commissioners		X	X
	Asst. Clerk to Commissioners		X	X
#506	Clerk to Commissioners		X	X
	Asst. Clerk to Commissioners		X	X
#507	Clerk to Commissioners		X	X
	Asst. Clerk to Commissioners		X	X
#508	Clerk to Commissioners		X	X
	Asst. Clerk to Commissioners		X	X
#509	Clerk to Commissioners		X	X
	Asst. Clerk to Commissioners		X	X
<b>MARRIAGE LICENSES</b>				
#24911311	Clerk to Commissioners		X	X
	Asst. Clerk to Commissioners		X	X
<b>DRAINAGE IMPROVEMENT</b>				
#403	Clerk to Commissioners		X	X
	Asst. Clerk to Commissioners		X	X
<b>DITCH MAINTENANCE</b>				
#219	Clerk to Commissioners		X	X
	Asst. Clerk to Commissioners		X	X
<b>LODGING FUND</b>				
#730	Auditor's Fiscal Dept			X

The County Administrator may make purchase order and/or voucher requests from any of the above listed funds, and in the absence of the County Administrator, the Director of Administrative Services or the Assistant to the County Administrator shall become the acting County Administrator; for the specific purpose of this resolution to make purchase order and/or voucher requests, and

Further be it resolved, that the Board of Commissioners of Delaware County, State of Ohio, grant signature authority to the following list of individuals to approve purchase orders and expenditure vouchers, not



COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 7, 2008

requested by the same individual, at the indicated amounts:

- A. County Administrator up to \$5,000.00
- B. In the absence of the County Administrator, the Director of Administrative Services or the Assistant to the County Administrator will become acting County Administrator to approve purchase orders and expenditure vouchers up to \$5,000.00
- C. Grant Funds shall be administered by the Appointing Authority as designed in the grant award.
- D. Soil & Water Conservation District shall administer the Ditch Maintenance Fund in accordance with the annual agreement, with the exception of any reimbursement made from the Ditch Maintenance Fund to the Soil & Water Conservation District.

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

RESOLUTION NO. 08-18

IN THE MATTER OF DELEGATING AUTHORITY TO SPECIFIC STAFF FOR THE ADMINISTRATION OF PERSONNEL MATTERS, PAYROLL ITEMS, AND VARIOUS AGREEMENTS:

It was moved by Mr. Jordan, seconded by Mr. Evans to authorize the following:

- Whereas,            under Ohio Revised Code Section 305.30 the Board of County Commissioners may delegate contracting authority, authority to pay claims for goods received and services rendered, and authority to perform any and all personnel functions otherwise conferred or incumbent upon the board of commissioners, and
- Whereas,            first year employees of Delaware County, who are not eligible for vacation, request unpaid leaves of absence from time-to-time for personal matters, and
- Whereas,            the Family & Medical Leave Act (FMLA) requires employers to provide up to twelve weeks of unpaid leave to employees who meet the requirements of the FMLA, and
- Whereas,            the Delaware County Auditor’s Office allows offices to electronically submit payrolls which requires timeliness of approval and submission of the hard copy, and
- Whereas,            many contracts and agreements are administrative in nature and need timely execution to achieve the optimal result,

Now Therefore be it resolved, that the Board of County Commissioners of Delaware County, State of Ohio, grant authority to the County Administrator to:

- I.        Approve departmental payrolls for all departments under the Board of Commissioners
- II.       In the absence of the County Administrator, the Director of Administrative Services or the Assistant to the County Administrator shall become acting County Administrator for the specific purpose of this resolution:
- III.       Approve unpaid leaves of absence for up to 2 weeks
- IV.       Negotiate, approve, and execute contracts and agreements and change orders under \$5,000 and for one (1) year or less (with advance notice to the Board of Commissioners)
- V.       The County Administrator shall have the authority, and in the absence of the County Administrator, the Director of Administrative Services or the Assistant to the County Administrator shall have the authority to approve the specific purpose of this resolution:
  - 1.       Workers compensation settlement agreements for amounts less than or equal to \$5,000 with notice to the Board of Commissioners in advance
  - 2.       Property and liability claim settlement agreements for amounts less than or equal to \$5,000 with follow-up written notice within three business days to the Board of Commissioners
  - 3.       Medical claim exceptions for amounts less than or equal to \$5,000 with follow-up written within three business days to the Board of Commissioners
  - 4.       Merit, Educational, Certification, Probationary, Bargaining Agreement, Market Review wage increases or otherwise that have been approved indirectly by the Board of Commissioner resolution
  - 5.       Mortgages Final Payment

Further be it resolved that the Board of Commissioners of Delaware County, State of Ohio, assign the following individuals the duty of prevailing wage officer for the assigned areas:

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 7, 2008

- I. Delaware County Engineer for Motor & Gas Fund and Road & Bridge Projects
- II. Director of Environmental Services for Environmental Services Funds Projects
- III. Director of Economic Development for all Economic Development Grants and Funds
- IV. Facilities Supervisor for all other Funds

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

RESOLUTION NO. 08-19

IN THE MATTER OF APPROVING THE CONTRACT WITH 2K GENERAL COMPANY FOR BID PACKAGE ONE (GENERAL TRADES) FOR THE TENANT IMPROVEMENTS TO THE FRANK B. WILLIS BUILDING AT 2081 NORTH US HIGHWAY 23 DELAWARE, OHIO 43015:

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

DELAWARE COUNTY BOARD OF COMMISSIONERS  
CONTRACT

This Contract made by and between:

2K General Company  
6019 Columbus Pike  
Delaware, OH 43015

(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

- 1.1 The Contractor shall perform the entire work described in the Contract Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

Tenant Improvements  
2081 North US Highway 23  
Delaware, Ohio 43015  
Bid Package One – General Trades

ARTICLE 2

- 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 Contract Documents, the amount of **Eight Hundred Fifty Seven Thousand Dollars and Zero Cents** (\$857,000.00) (the “Contract Price”), based upon the Bid Form, dated November 20, 2007, submitted by the Contractor.

Base Bid - \$857,000.00  
Alternate - \$0.00 ( No Alternate)

Total Contract Amount = \$857,000.00

- 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

- 3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before 130 consecutive working days, following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.
- 3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed upon the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.
- 3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 7, 2008

- Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Contract Documents.
- 3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.
- 3.5 LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1. To \$50,000	\$ 150.
More than \$50,000 to \$150,000	\$ 250.
More than \$150,000 to \$500,000	\$ 500.
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

ARTICLE 4

- 4.1 Entire Agreement: The Bid Documents 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 Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.
- 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 brought in 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 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.
- 4.6 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.
- 4.7 Findings for Recovery: The Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 4.8 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

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 7, 2008

reference made a part of this Agreement.

- 4.9 Campaign Contributions Compliance with ORC § 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, 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 political subdivision has received for that calendar year, or 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/Provider, 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 thereof.

ARTICLE 5

- 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 Board of Commissioners 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

- 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. Evans                      Aye                      Mr. Jordan                      Aye                      Mr. Ward                      Absent

RESOLUTION NO. 08-20

**IN THE MATTER OF APPROVING THE CONTRACT WITH AGGRESSIVE MECHANICAL, INC. FOR BID PACKAGE TWO (HVAC) FOR THE TENANT IMPROVEMENTS TO THE FRANK B. WILLIS BUILDING AT 2081 NORTH US HIGHWAY 23 DELAWARE, OHIO 43015:**

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

**DELAWARE COUNTY BOARD OF COMMISSIONERS  
CONTRACT**

This Contract made by and between:

Aggressive Mechanical, Inc.  
638 Greenlawn Ave.  
Columbus, OH 43223

(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

- 1.1 The Contractor shall perform the entire work described in the Contract Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

Tenant Improvements  
2081 North US Highway 23  
Delaware, Ohio 43015  
Bid Package Two – HVAC

ARTICLE 2

- 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 Contract Documents, the amount of **Four**

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 7, 2008

**Hundred Thirty Eight Thousand Dollars and Zero Cents (\$473,000.00)** (the “Contract Price”), based upon the Bid Form, dated November 20, 2007, submitted by the Contractor.

Base Bid - \$473,000.00  
Alternate A2 – deduct \$35,000.00

Total Contract Amount = \$438,000.00

- 2.2 The Contract Price shall be paid in current funds by the Owner upon payment requests is sued by the Contractor and approved by the Delaware County Board of Commissioners as provided in the Contract Documents.

ARTICLE 3

- 3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before 130 consecutive working days, following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.
- 3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed upon the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.
- 3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Contract Documents.
- 3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1. To \$50,000	\$ 150.
More than \$50,000 to \$150,000	\$ 250.
More than \$150,000 to \$500,000	\$ 500.
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

ARTICLE 4

- 4.1 Entire Agreement: The Bid Documents 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 Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.
- 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 brought in 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

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 7, 2008

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 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.
- 4.6 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.
- 4.7 Findings for Recovery: The Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 4.8 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.
- 4.9 Campaign Contributions Compliance with ORC § 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, 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 political subdivision has received for that calendar year, or 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/Provider, 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 thereof.

ARTICLE 5

- 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 Board of Commissioners 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

- 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                      Absent

RESOLUTION NO. 08-21

IN THE MATTER OF APPROVING THE CONTRACT WITH SCIOTO MECHANICAL SERVICES, INC.  
FOR BID PACKAGE THREE (PLUMBING) FOR THE TENANT IMPROVEMENTS TO THE FRANK B.  
WILLIS BUILDING AT 2081 NORTH US HIGHWAY 23 DELAWARE, OHIO 43015:

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

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 7, 2008

This Contract made by and between:

Scioto Mechanical Services, Inc.  
1387 Union Ave.  
Columbus, OH 43223

(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

1.1 The Contractor shall perform the entire work described in the Contract Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

Tenant Improvements  
2081 North US Highway 23  
Delaware, Ohio 43015  
Bid Package Three - Plumbing

ARTICLE 2

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 Contract Documents, the amount of **Eighty Five Thousand, Two Hundred Dollars and Zero Cents** (\$85,200.00) (the “Contract Price”), based upon the Bid Form, dated November 20, 2007, submitted by the Contractor.

Base Bid - \$85,200.00  
Alternate - \$0.00 ( No Alternate)

Total Contract Amount = \$85,200.00

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

3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before 130 consecutive working days, following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.

3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed upon the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.

3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Contract Documents.

3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1. To \$50,000	\$ 150.
More than \$50,000 to \$150,000	\$ 250.
More than \$150,000 to \$500,000	\$ 500.
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 7, 2008

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More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

ARTICLE 4

- 4.1 Entire Agreement: The Bid Documents 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 Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.
- 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 brought in 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 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.
- 4.6 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.
- 4.7 Findings for Recovery: The Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 4.8 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.
- 4.9 Campaign Contributions Compliance with ORC § 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, 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 political subdivision has received for that calendar year, or 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/Provider, 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 thereof.



COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 7, 2008

ARTICLE 5

- 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 Board of Commissioners 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

- 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. Ward                      Absent   Mr. Jordan                      Aye                      Mr. Evans                      Aye

RESOLUTION NO. 08-22

IN THE MATTER OF APPROVING THE CONTRACT WITH SIMCO ELECTRIC, INC. FOR BID PACKAGE FOUR (ELECTRIC) FOR THE TENANT IMPROVEMENTS TO THE FRANK B. WILLIS BUILDING AT 2081 NORTH US HIGHWAY 23 DELAWARE, OHIO 43015:

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

DELAWARE COUNTY BOARD OF COMMISSIONERS  
CONTRACT

This Contract made by and between:

Simco Electric, Inc.  
3048 Marysville Rd.  
Delaware, OH 43015

(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

- 1.1 The Contractor shall perform the entire work described in the Contract Documents and reasonably inferable by the Contractor as necessary to produce the results intended by the Contract Documents, for:

Tenant Improvements  
2081 North US Highway 23  
Delaware, Ohio 43015  
Bid Package Four – Electric

ARTICLE 2

- 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 Contract Documents, the amount of **Three Hundred Nineteen Thousand, Seven Hundred Eighty Two Dollars and Zero Cents** (\$319,782.00) (the “Contract Price”), based upon the Bid Form, dated November 20, 2007, submitted by the Contractor.

Base Bid - \$319,782.00  
Alternate - \$0.00 ( No Alternate)

Total Contract Amount = \$319,782.00

- 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

- 3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before 130 consecutive working days, following the date set forth in the Notice to Proceed, unless an extension of

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 7, 2008

- time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.
- 3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed upon the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.
- 3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Contract Documents.
- 3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1. To \$50,000	\$ 150.
More than \$50,000 to \$150,000	\$ 250.
More than \$150,000 to \$500,000	\$ 500.
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

ARTICLE 4

- 4.1 Entire Agreement: The Bid Documents 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 Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.
- 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 brought in 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 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.
- 4.6 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

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 7, 2008

consent of the Delaware County Board of Commissioners.

- 4.7 Findings for Recovery: The Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 4.8 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.
- 4.9 Campaign Contributions Compliance with ORC § 3517.13: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, 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 political subdivision has received for that calendar year, or 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/Provider, 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 thereof.

ARTICLE 5

- 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 Board of Commissioners 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

- 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. Evans                      Aye                      Mr. Jordan                      Aye                      Mr. Ward                      Absent

RESOLUTION NO. 08-23

**IN THE MATTER OF APPROVING THE CONTRACT WITH SCHMID MECHANICAL, INC. FOR BID PACKAGE FIVE (FIRE PROTECTION) FOR THE TENANT IMPROVEMENTS TO THE FRANK B. WILLIS BUILDING AT 2081 NORTH US HIGHWAY 23 DELAWARE, OHIO 43015:**

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

**DELAWARE COUNTY BOARD OF COMMISSIONERS  
CONTRACT**

This Contract made by and between:

Schmid Mechanical, Inc.  
207 N Hillcrest Dr.  
Wooster, OH 44691

(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

- 1.1 The Contractor shall perform the entire work described in the Contract Documents and reasonably inferable

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 7, 2008

by the Contractor as necessary to produce the results intended by the Contract Documents, for:

Tenant Improvements  
2081 North US Highway 23  
Delaware, Ohio 43015  
Bid Package Five – Fire Protection

ARTICLE 2

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 Contract Documents, the amount of ~~Forty~~ **Seven Thousand, Three Hundred Fifty Seven Dollars and Zero Cents (\$47,357.00)** (the “Contract Price”), based upon the Bid Form, dated November 20, 2007, submitted by the Contractor.

Base Bid - \$47,357.00  
Alternate - \$0.00 ( No Alternate)

Total Contract Amount = \$47,357.00

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

3.1 The Contractor shall diligently prosecute the Work and shall effect Contract Completion on or before 130 consecutive working days, following the date set forth in the Notice to Proceed, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.

3.2 It is understood and agreed that all Work to be performed under the Contract shall be completed within the established Contract Completion time and that each applicable portion of the Work shall be completed upon the respective Milestone Completion Dates, unless an extension of time is granted by the Delaware County Board of Commissioners in accordance with the Contract Documents.

3.3 Upon failure to have all Work completed within the specified period of time, or to have the applicable portion of the Work completed upon the date of any Milestone Completion Date, the Delaware County Board of Commissioners shall be entitled to retain or recover from the Contractor, as liquidated damages, and not as a penalty, the applicable amount as set forth in the following table for each and every calendar day thereafter until Contract Completion, unless an extension of time is granted in accordance with the Contract Documents.

3.4 The amount of Liquidated Damages is agreed upon by and between the Contractor and the Delaware County Board of Commissioners because of the impracticality and extreme difficulty of ascertaining the actual amount of damage the Delaware County Board of Commissioners would sustain.

3.5 LIQUIDATED DAMAGES

<u>Contract Amount</u>	<u>Dollars Per Day</u>
\$1. To \$50,000	\$ 150.
More than \$50,000 to \$150,000	\$ 250.
More than \$150,000 to \$500,000	\$ 500.
More than \$500,000 to \$2,000,000	\$1,000
More than \$2,000,000 to \$5,000,000	\$2,000
More than \$5,000,000 to \$10,000,000	\$2,500
More than \$10,000,000	\$3,000

ARTICLE 4

4.1 Entire Agreement: The Bid Documents 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 Bid Documents shall be considered to be incorporated by reference into this Contract as if fully rewritten herein.

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 brought in 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

**COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 7, 2008**

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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 **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.
- 4.6 **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.
- 4.7 **Findings for Recovery**: The Contractor certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.
- 4.8 **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.
- 4.9 **Campaign Contributions Compliance with ORC § 3517.13**: Ohio Revised Code Section 3517.13 I(3) and J(3) requires that no political subdivision shall award any contract for the purchase of goods with a cost aggregating more than ten thousand dollars in a calendar year or services with a cost aggregating more than ten thousand dollars in a calendar year to a corporation, business trust, 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 political subdivision has received for that calendar year, or 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/Provider, 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 thereof.

#### **ARTICLE 5**

- 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 Board of Commissioners 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**

- 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.

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY  
MINUTES FROM REGULAR MEETING HELD JANUARY 7, 2008

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

RESOLUTION NO. 08-24

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 LAND ACQUISITION:

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 9:20AM.

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

Mr. Ward is now present

RESOLUTION NO. 08-25

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Jordan, seconded by Mr. Ward to adjourn out of Executive Session at 12:00PM.

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

Mr. Jordan is Absent

RESOLUTION NO. 08-26

7:30 PM - PUBLIC HEARING FOR CONSIDERATION OF THE O'BRIEN DITCH #440 DITCH PETITION FILED BY RICHARD DAWSON AND OTHERS:

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

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

RESOLUTION NO. 08-27

IN THE MATTER OF CONTINUING THE PUBLIC HEARING FOR CONSIDERATION OF THE O'BRIEN DITCH #440 DITCH PETITION FILED BY RICHARD DAWSON AND OTHERS:

It was moved by Mr. Ward, seconded by Mr. Evans to close the hearing at 7:33PM.

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

(Per Resolution No. 07-1576 The Date And Time For Another/Continuation Of The First Public Hearing For The O'brien Ditch Petition Is Set For Monday February 4, 2008 At 7:30pm).

There being no further business the meeting adjourned.

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Glenn A. Evans

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Kristopher W. Jordan

\_\_\_\_\_  
James D. Ward