

COMMISSIONERS JOURNAL NO. 50 - DELAWARE COUNTY
MINUTES FROM REGULAR MEETING HELD JANUARY 28, 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, James D. Ward

2:00 PM Viewing For Consideration Of A Ditch Petition Filed By Homeowners Association Members, Michael J. Holtschulte And Others, For The Braemar At Wedgewood Phases 1, 2 And 3 Subdivision Ditch Maintenance Project

PUBLIC COMMENT

Commissioner Ward Congratulated Judge Spicer on winning an award.

SHERIFF DAVIS, SCHOOL RESOURCE OFFICERS

RESOLUTION NO. 08-89

IN THE MATTER OF APPROVING THE RESOLUTIONS AND RECORDS OF THE PROCEEDINGS FROM REGULAR MEETING HELD JANUARY 24, 2008 AS CONTAINED IN THE COUNTY’S OFFICIAL ELECTRONIC RECORDINGS OF THE PROCEEDINGS:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the resolutions and records of the proceedings from regular meeting held January 24, 2008 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. 08-90

IN THE MATTER OF APPROVING PURCHASE ORDERS, VOUCHERS, THEN AND NOW CERTIFICATES, AND PAYMENT OF WARRANTS IN BATCH NUMBERS CMAPR0125:

It was moved by Mr. Evans, seconded by Mr. Ward to approve Then And Now Certificates, payment of warrants in batch numbers CMAPR0125 and Purchase Orders and Vouchers as listed below:

<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
PO's			
Rosemont Center	Residential Treatment	22511607-5342	\$ 25,000.00
Del. Area Career Center	Jump Start	22411601-5348	\$ 64,806.00
Consolidated Electric	Electric at Tower Sites	21411306-5338	\$ 10,000.00
Consolidated Electric	Electric at Tower Sites	21411306-5338	\$ 10,000.00
Verizon	911 Telephone Circuits	21411306-5330	\$ 6,500.00
Ohio Edison Co.	Electric at Tower Sites	21411306-5338	\$ 15,000.00
YWCA	Day Care	22411610-5348	\$ 27,500.00
YWCA North Branch	Day Care	22411610-5348	\$ 27,500.00
YWCA	Day Care	22411610-5348	\$ 27,500.00
World of Wonders Child Care	Day Care	22411610-5348	\$ 27,500.00
Union County Family YMCA	Day Care	22411610-5348	\$ 27,500.00
Toddler Inn	Day Care	22411610-5348	\$ 27,500.00
Toddler Inn	Day Care	22511607-5348	\$ 5,000.00
Todays Learning Child	Day Care	22511607-5348	\$ 1,000.00
Todays Learning Child	Day Care	22411610-5348	\$ 27,500.00
The Learning Centers	Day Care	22511607-5348	\$ 1,000.00
The Learning Centers	Day Care	22411610-5348	\$ 27,500.00
Noahs Ark Learning Center	Day Care	22411610-5348	\$ 27,500.00
Noahs Ark Learning Center	Day Care	22511607-5348	\$ 1,000.00
Noahs Ark Learning Center	Day Care	22411610-5348	\$ 27,500.00
Noahs Ark Learning Center	Day Care	22511607-5348	\$ 1,000.00
New Dimensions Child Care	Day Care	22411610-5348	\$ 27,500.00
Natural Learning Montessori	Day Care	22411610-5348	\$ 12,500.00
Little Blessings Academy	Day Care	22511607-5348	\$ 27,500.00
Liberty Community Cntr	Day Care	22411610-5348	\$ 27,500.00
Liberty Community Cntr	Day Care	22511607-5348	\$ 2,000.00
La Petite Academy Inc.	Day Care	22411610-5348	\$ 27,500.00
La Petite Academy Inc.	Day Care	22411610-5348	\$ 27,500.00
La Petite Academy Inc.	Day Care	22411610-5348	\$ 27,500.00
Lane Ave. Baptist Church Child	Day Care	22411610-5348	\$ 27,500.00
Kindercare Learning Center	Day Care	22411610-5348	\$ 27,500.00
Kindercare Learning Center	Day Care	22411610-5348	\$ 27,500.00

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Kindercare Learning Center	Day Care	22411610-5348	\$	27,500.00
Kindercare Learning Center	Day Care	22411610-5348	\$	27,500.00
Kindercare Learning Center	Day Care	22411610-5348	\$	27,500.00
Kindercare Learning Center	Day Care	22411610-5348	\$	27,500.00
Leo Yassenoff Community	Day Care	22411610-5348	\$	27,500.00
Flying Dozer Child Care Inc.	Day Care	22411610-5348	\$	27,500.00
Epworth Preschool & Daycare	Day Care	22411610-5348	\$	27,500.00
Enchanted Care Learning Inc.	Day Care	22411610-5348	\$	27,500.00
Enchanted Care Learning Inc.	Day Care	22411610-5348	\$	27,500.00
Elgin S. Elementary SACC	Day Care	22411610-5348	\$	27,500.00
Educare Montessori Inc.	Day Care	22411610-5348	\$	27,500.00
Childtime Learning Centers	Day Care	22411610-5348	\$	27,500.00
Childrens First Inc.	Day Care	22411610-5348	\$	27,500.00
Elizabeth A. Terry	Day Care	22411610-5348	\$	12,500.00
Arleen F. Sunkle	Day Care	22411610-5348	\$	12,500.00
Amy D. Shenkle	Day Care	22411610-5348	\$	12,500.00
Natasha Roserie	Day Care	22411610-5348	\$	12,500.00
Hollie N Quick	Day Care	22411610-5348	\$	12,500.00
Kathy Powell	Day Care	22411610-5348	\$	12,500.00
Samantha Ortiz	Day Care	22411610-5348	\$	12,500.00
Oksana Neverov	Day Care	22411610-5348	\$	12,500.00
Kimberly J. Miller	Day Care	22411610-5348	\$	12,500.00
Donna M. Wyrick Messmer	Day Care	22411610-5348	\$	12,500.00
Veronica McClaskey	Day Care	22411610-5348	\$	12,500.00
Catherine Law	Day Care	22411610-5348	\$	12,500.00
Lee Kitts	Day Care	22411610-5348	\$	12,500.00
Brianna Kinniard	Day Care	22411610-5348	\$	12,500.00
Brianna Kinniard	Day Care	22511607-5348	\$	1,000.00
Leslie Kanniard	Day Care	22411610-5348	\$	12,500.00
Janice M. Jodrey	Day Care	22411610-5348	\$	12,500.00
Marchelle L. Jackson	Day Care	22411610-5348	\$	12,500.00
Kathleen Imhoff	Day Care	22411610-5348	\$	12,500.00
Kathleen Imhoff	Day Care	22511607-5348	\$	1,000.00
Heather Husted	Day Care	22411610-5348	\$	12,500.00
Erika Harvey	Day Care	22411610-5348	\$	12,500.00
Lovena Harrison	Day Care	22411610-5348	\$	12,500.00
Time Warner Telecom	Phone & Internet Svc/Alum Creek	66290401-5330	\$	6,000.00
Time Warner Telecom	Phone & Internet Svc/OECC	66290301-5330	\$	6,000.00
Christine R. Greenawalt	Day Care	22411610-5348	\$	12,500.00
Martrese Geiger	Day Care	22411610-5348	\$	12,500.00
Synagro Midwest Inc.	Land Application by Sub contractor	66290303-5301	\$	110,000.00
Wanda D. Gaines	Day Care	22411610-5348	\$	12,500.00
Melody Sue Emmons	Day Care	22411610-5348	\$	12,500.00
Winona Daquila	Day Care	22411610-5348	\$	12,500.00
Janet Daniel	Day Care	22411610-5348	\$	12,500.00
Kim Crouch	Day Care	22411610-5348	\$	12,500.00
Erin M. Coomes	Day Care	22411610-5348	\$	12,500.00
Samantha A. Carter	Day Care	22411610-5348	\$	12,500.00
Lisa Burrell	Day Care	22411610-5348	\$	12,500.00
Atanya R. Brown	Day Care	22511607-5348	\$	1,000.00
Atanya R. Brown	Day Care	22411610-5348	\$	12,500.00
Mary A. Bennett	Day Care	22411610-5348	\$	12,500.00
Polydyne Inc.	Polymer/OECC	66290302-5290	\$	15,000.00
Polydyne Inc.	Polymer/Alum Creek	66290402-5290	\$	30,000.00
K O K Products Inc.	Chemicals Hypochlorite	66290302-5290	\$	15,000.00
Farm Plan	Gas & Oil/Delaware County	10011106-5228	\$	75,000.00
T & J Junior Academy Inc.	Day Care	22411610-5348	\$	27,500.00
OHIO Utilities Protection	Yearly Billing	66290401-5301	\$	3,825.85
OHIO Utilities Protection	Yearly Billing	66290301-5301	\$	3,825.85
Teen Start Inc.	Independent Living	22411602-5348	\$	5,840.00
Weller & Associates Inc.	Archaeological Assessment Phase II	66711903-5301	\$	11,916.30
Kinzua Environmental Inc.	Degreaser/Alum Creek PS	66290409-5290	\$	1,000.00
Kinzua Environmental Inc.	Degreaser/Vinmar Farms	66290413-5290	\$	1,000.00
Kinzua Environmental Inc.	Degreaser/Tartan Phase 20	66290609-5290	\$	2,000.00
Kinzua Environmental Inc.	Degreaser/Scioto Reserve	66290702-5290	\$	2,000.00
Kinzua Environmental Inc.	Degreaser/Golf Village N. PS	66290309-5290	\$	500.00
Kinzua Environmental Inc.	Degreaser/Lakes of Powell	66290310-5290	\$	500.00
The Treasure Chest	Day Care	22411610-5348	\$	12,500.00

Increases

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PRC Rent	Job and Family Ser Program	22411602-5348	\$	10,000.00
Vouchers				
Starr Commonwealth	Residential Treatment	22511608-5342	\$	7,203.47
United Methodist Childrens	Residential Treatment	22511607-5342	\$	16,414.39
Delaware Union Ed.	After School Program/Sept-Oct	22411601-5348	\$	10,057.14
ACI Construction	ACI General Trades CFOA	43111424-5410	\$	170,021.19
Ben Bro Enterprises Inc.	Feb. Bldg & Land Rental/N. Sand.	10011105-5335	\$	20,243.28
AEP	Various County Offices	10011105-5338	\$	7,301.63
AEP	Various County Offices	10011105-5338	\$	10,306.66
Delaware County Treasurer	ACI General Retainage CFOA	43111424-5410	\$	14,647.38
Pitney Bowes	Postage/Mailroom Machine	10011105-5331	\$	20,000.00
Turning Point	Domestic Violence	24911311-5301	\$	13,254.13
CCAO	Membership	10011102-5308	\$	8,859.00
Delaware County Treasurer	ACI General Trades CFOA	43111424-5410	\$	11,820.73
City of Delaware	Building Permit Willis Bldg.	40411412-5410	\$	5,090.11
Kindercare Neverland	Day Care	22511607-5348	\$	1,534.15
Kindercare Neverland	Day Care	22411610-5348	\$	38,232.52
Delaware City Schools	Day Care	22411610-5348	\$	5,648.34
Delaware City Schools	Child Care	22511607-5348	\$	459.66
City of Delaware	Prosecutor Municipal	10011102-5301	\$	7,885.00
The Trident Group	Security	10011102-5301	\$	5,855.01
Memo Transfer Voucher				
From	To			
Commissioners	Emergency Management	Apportionment	\$	31,971.40
10011102-5345	21511307-4204			

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

RESOLUTION NO. 08 -91

IN THE MATTER OF APPROVING TRAVEL EXPENSE REQUESTS:

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

The EMS Department is requesting that 75 Paramedics attend an Advanced Cardiac Life Support Course at the Hayes Building January 9, March 20, and October 21, 2008, at no cost.

The EMS Department is requesting that 14 Personnel attend a Neonatal Resuscitation Course at Grady Memorial January 24, April 24, July 24, and October 23, 2008, at no cost.

The EMS Department is requesting that 54 Paramedics attend CPR Course at the Hayes Building January 8, March 20, and October 21, 2008, at no cost.

The EMS Department is requesting that Joseph Farmer attend a Pediatric Advanced Life Support Instructor Course at Children’s Hospital April 11, 2008, at cost of \$100.00.

Juvenile Court is requesting that Vikki Harderick, Stacy Blair, and Cecelia Monahan attend a School Refusal Behavior Training in Columbus, Ohio February 13, 2008, at the cost of \$477.00

The Sheriff’s Office is requesting that James Max attend a SLATT Investigation Workshop in Cincinnati, Ohio January 28-30, 2008, at the cost of \$105.00.

The Engineer’s Office is requesting that Ryan Mraz, Rob Riley, Brian Dilley, Dan Jennings, Roy Conley, Mike Seiter, Greg Gordon, and Pat Blayney attend The ABC’s of Contract Law for The Professional Engineer at the Hayes Building April 15, 2008, at the cost of \$800.00.

The Engineer’s Office is requesting that Bill Stillions attend the Seminars in Columbus, Ohio associated with his membership in Advance Solutions at various dates in 2008 at the cost of \$1,995.00.

The Code Compliance Department is requesting that Ike Callison, Dave Diehl and Tim Stitt attend a Simpson Strong Tie Workshop Continuous Load Path of Wood Framed Structures Seminar in Columbus, Ohio May 14, 2008, at no cost.

Juvenile Court is requesting that Mary Cagnia attend a School Refusal Behavior Training in Columbus, Ohio February 13, 2008, at the cost of \$218.00.

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

RESOLUTION NO. 08-92

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**IN THE MATTER OF RECOGNIZING DELAWARE COUNTY’S BICENTENNIAL YEAR AND
ACKNOWLEDGING THE NUMEROUS ACTIVITIES THAT HAVE BEEN PLANNED TO CELEBRATE ITS
TWO HUNDRED YEARS OF EXISTENCE:**

It was moved by Mr. Evans, seconded by Mr. Ward to approve this resolution:

WHEREAS, the first settlers moved to Delaware County in 1801 with Nathan Carpenter and Avery Powers moving their families to what is now Liberty Township; and,

WHEREAS, other settlers subsequently moved into the surrounding areas with Moses Byxbe arriving in 1804; and,

WHEREAS, Delaware County was formed in 1808 at the request of Moses Byxbe and named for the Delaware Indian tribe; and,

WHEREAS, when the County was established it had three townships, which included Berkshire, Delaware, and Liberty, and which is now comprised of 19 townships; and,

WHEREAS, Delaware County has a rich and distinguished history and, over the years, has produced numerous prominent political figures, including the 19th President Rutherford B. Hayes; and,

WHEREAS, Delaware County has grown tremendously in recent years and is the fastest growing county in the State of Ohio and the 13th fastest growing county in the nation with over 156,000 residents; and

WHEREAS, this growth is the result of the dedication, hard work, and success of Delaware County’s citizens over the past 200 years, which includes a proud history of agriculture, family-owned businesses, schools, churches, and homes; and,

WHEREAS, the Delaware County Commissioners would like to recognize the citizens of Delaware County for their important contributions to the economic, social, and cultural development of the State of Ohio; and,

WHEREAS, the Delaware County Bicentennial Committee has planned numerous activities and projects in honor of this 200th anniversary.

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

Section 1. The year 2008 is officially recognized as the Bicentennial of Delaware County.

Section 2. The Delaware County Commissioners encourage all citizens to participate in the many celebrations scheduled throughout the County during the year.

Section 3. Respectfully requests that a signed copy of this resolution be transmitted to all townships and municipalities within Delaware County for appropriate display.

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

RESOLUTION NO. 08-93

**IN THE MATTER OF APPROVING A NEW LIQUOR LICENSE REQUEST FROM DFKF LLC DBA WATERS
EDGE PIZZA AND CAFÉ AND FORWARDING TO THE OHIO DIVISION OF LIQUOR CONTROL WITH NO
OBJECTIONS AND NO REQUEST FOR A HEARING:**

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

Whereas, the Ohio Division of Liquor Control has notified both the Delaware County Board of Commissioners and the Berlin Township Trustees that DFKF LLC DBA Waters Edge Pizza and Café has requested a new D2 permit located at 2475 Africa Road Berlin Township Delaware, Ohio 43015, and

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

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

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

RESOLUTION NO. 08-94

IN THE MATTER OF ACCEPTING PERFORMANCE CONSTRUCTION BONDS FOR SCIOTO RESERVE
EXPANSION SECTION 2:

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

Scioto Reserve Expansion Section 2

The roadway construction has been completed for the referenced subdivision and, as the results of The Engineer’s 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 **\$93,800** for the duration of the one year maintenance period. A Letter of Credit in that amount is already in place.

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

RESOLUTION NO. 08-95

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

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

Permit #	Applicant	Location	Type of Work
U08007	AT&T	Concord Road	Install cabinet and cable/conduit

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

RESOLUTION NO. 08-96

IN THE MATTER OF ACCEPTING AND AWARDING THE BID AND APPROVING THE CONTRACT
WITH COMPLETE GENERAL CONSTRUCTION FOR THE SAWMILL PARKWAY/
PRESIDENTIAL PARKWAY SIGNAL PROJECT:

It was moved by Mr. Evans, seconded by Mr. Ward to accept the following Bid and approving the following contract:

Sawmill Parkway/Presidential Parkway Signal Project – Bid Opening of 1/8/08

As the result of the above referenced bid, The Engineer recommends that a bid award be made to Complete General Construction of Columbus, Ohio, the low bidder for the project. A copy of the bid tabulation is available for your information.

CONTRACT

AGREEMENT, made and entered into this 28th day of January 2008, by and between the **DELAWARE COUNTY COMMISSIONERS**, Delaware County, Ohio, and hereinafter designated as **FIRST PARTY**, and **COMPLETE GENERAL CONSTRUCTION COMPANY**, hereinafter designated as **SECOND PARTY**.

WITNESSETH, that said **SECOND PARTY**, for and in consideration of the sum of **ONE HUNDRED EIGHTEEN THOUSAND NINE HUNDRED NINETY-NINE DOLLARS AND SEVENTY-FIVE CENTS (\$118,999.75)**, based on unit prices on the attached **Bid Blank**, to be paid as hereinafter specified, hereby agrees to furnish unto said **FIRST PARTY**, all the necessary material, labor and equipment required to complete the project known as **SAWMILL PARKWAY/PRESIDENTIAL PARKWAY SIGNAL PROJECT** in accordance with plans, drawings, general specifications, Invitation to Bid for same hereto attached; which plans, drawings, general specifications and Invitation to Bid are hereby declared to be a part of this **Contract**.

SAID SECOND PARTY further agrees to furnish said materials and to do the said work and labor promptly, in a good, substantial and workmanship manner, under the direction of the **Delaware County Engineer**. Work is to be completed on or before **July 21, 2008**.

THE SECOND PARTY hereby agrees to hold the **County** free and harmless from any and all claims for damages, costs, expenses, judgments or decrees, resulting from any operations of said **SECOND PARTY**, his sub-contractors, agents or employees.

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SECOND PARTY further agrees to pay the **Prevailing Wage Rate** in accordance with **Section 4115 of the Ohio Revised Code** and to furnish the **Delaware County Engineer** a certified copy of the Contractor's payroll. Contractor is also responsible providing any changes in the Prevailing Wage rates as furnished by the Delaware County Engineer during the course of this project to any and all Subcontractors employed by the Contractor.

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

RESOLUTION NO. 08-97

IN THE MATTER OF APPROVING AN AGREEMENT WITH STANTEC CONSULTING SERVICES, INC. FOR PROFESSIONAL DESIGN SERVICES RELATING TO PRELIMINARY ENGINEERING FOR THE PROJECT KNOWN AS ORANGE ROAD BRIDGE OVER THE OLENTANGY RIVER:

It was moved by Mr. Evans, seconded by Mr. Ward to approving the following contract:

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES OVER THE OLENTANGY RIVER
DEL-TR114-0.00 – RIGHT OF WAY ACQUISITION SERVICES

Section 1 – Parties to the Agreement

Agreement made and entered into this 28th day of January, 2008 by and between the Delaware County Board of Commissioners, Delaware County, Ohio ("County"), and the firm of Stantec Consulting Services, Inc., 1500 Lake Shore Drive, Suite 100, Columbus, Ohio 43204 ("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 Orange Road Bridge over the Olentangy River, DEL-TR114-0.00, Delaware County, Ohio, including the services specifically itemized in the Scope of Services for Right of Way Acquisition Services, dated October 16, 2007, the Consultant's Proposal for Right of Way Acquisition Services dated November 9, 2007 and the Price Proposal submitted by the Consultant on December 20, 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 accepted 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 lump sum not to exceed Twenty Four Thousand Eight Hundred Fifty Dollars (\$24,850) detailed in the Consultant's aforementioned Price Proposal.

Section 5 – Payment

Compensation shall be paid based on estimates, submitted as invoices no more than once per month, of the percentage of total work completed. Invoices 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 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 the Agreement, in accordance with Section 3 above, shall be completed by the Consultant no later than August 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 of \$1,000,000 each occurrence with an annual aggregate of \$2,000,000. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.2 Automobile Liability Coverage: Consultant shall maintain automobile liability insurance of \$1,000,000 each accident. Such coverage shall include coverage for owned, hired and non-owned automobiles. Identical coverage shall be required to be provided by all subcontractors, if any.
- 7.3 Workers' Compensation Coverage: Consultant shall maintain workers' compensation coverage as required by the laws of the State of Ohio. Identical coverage shall be required to be provided by all

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subcontractors, if any.

- 7.4 **Professional Liability Insurance:** Consultant hereby agrees to maintain, and require its subconsultants to maintain, professional liability insurance for the duration of the services hereunder and for one (1) year following completion of the services rendered as part of this Agreement, providing such insurance is readily available at reasonable prices. Such insurance for negligent acts, errors, and omissions shall be provided through a company licensed to do business in the State of Ohio for coverage of One Million Dollars (\$1,000,000) per claim and in the aggregate.
- 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. Consultant shall require all of its subcontractors to provide like endorsements.
- 7.6 **Proof of Insurance:** Prior to the commencement of any work under this Agreement, Consultant, and all of its subcontractors, 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 Documents

Upon completion or termination of the Agreement, the Consultant shall provide copies, if requested, to the County of all documents as part of this Agreement. The County shall have ownership of said documents, which are considered, but not limited to, any completed or partially completed 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.

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

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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 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.

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

RESOLUTION NO. 08-98

IN THE MATTER OF AMENDING RESOLUTION 06-337 (APPROVING THE CONSTRUCTION MANAGER CONTRACT BETWEEN DELAWARE COUNTY BOARD OF COMMISSIONERS AND THE QUANDEL GROUP INC. FOR THE COUNCIL FOR OLDER ADULTS NEW SENIOR CENTER):

It was moved by Mr. Ward, seconded by Mr. Evans to adopt the following amendment to resolution 06-337:

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AMENDMENT

Change Order No. 1 – Staff Extension

This Change Order reimburses The Quandel Group, Inc. for additional staffing and other expenses resulting from extending the construction schedule two (2) months from August 31, 2007 to October 31, 2007. The agreed to amount of this Change Order is \$15,000.00.

Change Order No. 2 – Therapy Pool

This Change Order fully reimburses The Quandel Group, Inc. for additional Construction Management services provided to construct the therapy pool. The agreed to amount of this Change Order is \$78,000.00.

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

RESOLUTION NO. 08-99

IN THE MATTER OF APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN WOOLPERT INC. AND DELAWARE COUNTY FOR THE 2008 DIGITAL ORTHO IMAGERY PROJECT:

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

**PROFESSIONAL SERVICE AGREEMENT BETWEEN WOOLPERT, INC. AND
DELAWARE COUNTY, OHIO**

Section 1. General

THIS AGREEMENT, made and entered into this 28 day of January, 2008, by and between Woolpert, Inc., whose address is 409 East Monument Avenue, Dayton, Ohio 45402-1261 (hereinafter referred to as "Woolpert") and the "Client" identified herein, provides for the Professional Services described under Section 3 of this Agreement.

- **Client:** Delaware County, Ohio
Address: Delaware County Auditors Office, 140 N. Sandusky St. Delaware, OH 43015
- **Contact Person:** Shoreh Elhami, GIS Director and/or Todd Hanks, Delaware County Auditor
- **Phone Number:** 740-833-2070
- **Fax Number:** 740-833-2069
- **Title:** 2008 Digital Ortho imagery Project

The "Contact Person" designated above shall have the complete authority to act on behalf of the Client, including, by way of illustration and not by way of limitation, to define scope, transmit instructions, receive information, and authorize changes in Professional Services, and to negotiate fees and other changes under this Agreement.

This agreement for services is to be performed in conjunction with the Ohio State Imagery Program: CSP#0A06008. The scope of services, compensation, schedules, and deliverables are subject to the above mentioned project. All data produced and delivered to the county under this agreement will be provided to the State of Ohio Department of Information Technology at no additional cost.

Section 2. General Description of Project and Project Area

The Client's project is described as follows:

- New countywide 1"=100' scale color digital orthoimagery with 0.5-foot pixel resolution.

The project area for this Project is described as follows: The project area includes all 457.4 square miles of Delaware County, Ohio.

Section 3. General Description of Professional Services

The Professional Services to be provided by Woolpert are identified below and are more fully described in the "Scope of Services" (Attachment A to this Agreement), which is incorporated by this reference:

- **Aerial Imagery Acquisition**—Woolpert will obtain new color imagery to produce the 1"=100' scale digital orthoimagery with a 0.5-foot pixel resolution.
- **Airborne GPS**—Woolpert will perform airborne GPS to supplement the ground control network.
- **Ground Control**—Woolpert will use new ground control points to support the 1" = 100' scale orthoimagery and optional mapping.

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- DEM—Woolpert will use Delaware County's 2006 LiDAR captured mass point data to produce the DEM to be used for the 1" =100 scale orthoimagery rectification. The 2006 LiDAR data was collected to support the generation of 2-foot contours. Delaware County will provide a shape file of areas of change (April 2006 to April 2008) to Woolpert after data collection to assist in collecting additional breaklines.
- **Digital Orthophotography—Produce** and deliver to client countywide seamless 1"=100' scale color digital orthoimagery with 0.5-foot pixel. The image will be interactively mosaicked to produce imagery with consist tone, density, and color balance.

Any services beyond those identified in this Agreement shall be considered Additional Services and shall be authorized in writing by an Addendum to this Agreement executed by both parties.

Section 4. Compensation to Be Paid to Woolpert

Compensation to be paid to Woolpert for providing the requested Services shall be a Lump-Sum fee of \$94,224.40 and in accordance with Attachment B of this Agreement, which is incorporated by this reference.

Section 5. Date of Commencement and Duration

The Date of Commencement for Services provided pursuant to this Agreement shall be the date on which the Agreement is fully executed. Woolpert shall perform its Services with due and reasonable diligence consistent with sound professional practice. This Agreement shall remain in effect until December 31, 2011, unless terminated as provided herein, or extended by mutual agreement in writing.

Section 6. Terms and Conditions

6.1 Delayed Services: Woolpert's fees have been calculated in anticipation of orderly and continuous progress of the project. If Services are disrupted or delayed for reasons beyond Woolpert's control, the termination date specified in Section 5 of this Agreement shall be modified and the fees shall be renegotiated accordingly with the agreement of both parties.

6.2 Invoice Procedures and Payment: Woolpert shall submit invoices to the Client for Services rendered during each invoicing period, which shall generally be on a monthly basis. For Services provided on a Lump Sum basis, the amount of each invoice shall be determined on the "percentage of completion method" whereby Woolpert will estimate the percentage of the Lump Sum Services accomplished during the invoicing period. For Services provided on a Unit Cost/Hourly basis, invoices shall include, separately listed, any fees for Services for which time charges and/or unit costs apply for the invoicing period. Such invoices shall also separately list reimbursable expenses, if applicable. Such invoices shall be submitted not more frequently than monthly by Woolpert and shall be due and payable by the Client upon receipt.

The Client hereby acknowledges that unpaid invoices shall accrue interest at 1.5 percent per month after such invoices have been outstanding for over 30 days. If payment is not made as provided herein, the Client agrees to pay all costs of collection, including reasonable attorneys' fees, regardless of whether legal action is initiated. If an invoice remains unpaid 30 days after the date of the invoice, Woolpert may, immediately upon giving notice of its intent to do so, suspend Services or terminate this Agreement and pursue its remedies for collection. Woolpert may also immediately suspend its Services or terminate its agreement on any other project with the Client or an entity affiliated, related, or otherwise partially controlled by the Client, and/or apply funds from one such project to this Project or any other project on which payment to Woolpert is overdue.

6.3 Expert Witness Services: It is understood and agreed that Woolpert's Services under this Agreement do not include any participation whatsoever in any litigation. Should such services be required, a Professional Service Agreement Addendum may be negotiated between the Client and Woolpert describing the services desired and providing a basis for compensation to Woolpert.

6.4 Indemnification: To the fullest extent of the law, Woolpert agrees to indemnify and hold the Delaware County Auditor, the Delaware County Board of County Commissioners, Delaware County and their respective board members, officers, employees, volunteers, agents, servants, and representatives (collectively hereinafter the "Indemnified Parties") free and harmless from any and all actions, claims, suits, demands, judgments, damages, losses and expenses (including reasonable defense attorney fees incurred in representing the Indemnified Parties), arising from any accident, injury, including death, damages, including but not limited to buildings, structures, fixtures, furnishings, equipment, vehicles, supplies, accessories and/or parts, or occurrence, intentional or unintentional, to the extent arising from and/or caused by Woolpert's negligent performance of this Agreement. Nothing herein is intended to give a cause of action to any third party against either Client or Woolpert.

6.5 Findings for Recovery: Woolpert certifies that it has no outstanding findings for recovery pending or issued against it by the State of Ohio.

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6.6 Insurance: Per State of Ohio RFP number 0A06008, Ohio Statewide Imagery Acquisition Project, Woolpert shall carry, on all operations hereunder, workers compensation insurance, commercial general liability insurance, umbrella insurance, professional liability insurance, public liability insurance, automobile liability insurance, and aircraft insurance. Such insurance shall provide coverage in at least the amounts required under the above referenced RFP. The Delaware County Auditor, the Delaware County Board of County Commissioners, and Delaware County shall, with respect to Woolpert's operations, be named as "Additional Insured" on the commercial general liability and shall be a Designated Insured with respect to the automobile liability insurance. Prior to commencement of performance of this Agreement, Woolpert shall present to the Delaware County Auditor current certificates of insurance for such insurance coverage as stated above and shall maintain such insurance during the term of this Agreement.

6.7 Assignment/Third Parties: Neither the Client nor Woolpert will assign or transfer its interest in this Agreement without the written consent of the other. Woolpert's planes, however, will fly Delaware County for 2008 project. Nothing in this Agreement shall be construed as creating any rights, benefits, or causes of actions for any third party against either Woolpert or the Client.

6.8 Suspension, Termination, Cancellation, or Abandonment: In the event the Project identified in this Agreement is suspended, canceled, or abandoned by the Client, thereby suspending, delaying, or terminating the Services called for herein, Woolpert shall be given 15 days' prior written notice of such action and shall be compensated for the Services provided and reimbursable expenses incurred up to the date of suspension, cancellation, or abandonment including necessary and reasonable costs incurred thereafter. If the Client delays or suspends Woolpert's Services for more than 90 days, then Woolpert may terminate this Agreement upon giving seven days' written notice. Either party may terminate this Agreement upon the other's filing for bankruptcy, insolvency, or assignment for the benefit of creditors. Except as expressly provided otherwise in Paragraph 6.2, either party may terminate this Agreement for cause upon 30 days' written notice of a substantial failure by the other party to perform in accordance with the terms of this Agreement through no fault of the terminating party. The party receiving such termination notice shall have the right to correct its failure within seven days of receiving said notice, or if it cannot cure the default within seven days, proceeds diligently to cure and does cure within the 30-day notice period. Pursuant to Section 5 of this Agreement, Woolpert shall not be obligated to commence Services until this Agreement is fully executed. If the Client fails to execute this Agreement within 30 days of the date it is sent to the Client, Woolpert shall have the right to revise fees or revoke any proposal related to the Services.

6.9 Disputes: If a dispute between the parties arises out of or relates to this Agreement, or the breach thereof, then the parties agree to make a good faith effort to settle the issue through direct discussion between the parties prior to having recourse to a judicial forum. It is further agreed that the parties each waive their right to indirect, special, incidental, consequential, or punitive damages. In the event of any litigation, the prevailing party shall be entitled to recover reasonable attorneys' fees. The Client agrees that Woolpert's officers, partners, agents, and employees will have no personal liability for any damages arising out of or relating to this Agreement.

6.10 Standard of Care: Woolpert agrees to perform Services in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances. **Woolpert makes no other warranties, express or implied, under this Agreement or otherwise, in connection with these Professional. Services.**

6.11 Waiver: Any failure by Woolpert to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and Woolpert may subsequently require strict compliance at any time, notwithstanding any prior failure to do so.

6.12 Relationship: Woolpert is an independent contractor to the Client in performing its Services under this Agreement and is not an employee, agent, joint-venturer, or partner of the Client.

6.13 Client Responsibilities: The Client shall provide Woolpert all pertinent data, criteria, and information including but not limited to design objectives and constraints, space and use requirements, operational information, budgetary limits, flexibility and expandability requirements, and any other available project data. Woolpert shall be entitled to rely on any and all information provided pursuant to this provision. The Client shall review Woolpert's work thoroughly and promptly, provide direction as necessary, and, if the Client at any time becomes aware of any defect, shall give notice of such defect in the work or Services provided. The Client shall provide access to the project site, if required. The Client shall be responsible for payment of any governmental or other similar fees associated with the project. The Client shall be responsible for all costs associated with providing source documents to Woolpert.

6.14 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.

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6.15 Ownership/Reuse of Deliverables: Except as otherwise expressly provided herein, Client shall have full ownership and all rights associated therewith of all deliverables provided by Woolpert to Client pursuant to this Agreement.

During this project, if custom software is developed by Woolpert, subject to the terms of and for the limited purposes set forth in this Agreement, Woolpert may disclose to the Client, as defined by the Scope of Services in Attachment A hereto, a set of documentation relating to all or part of said software, a scope definition including data structure and design constraints, and executable and/or source code format. The Client understands that, in the event of such disclosure, such information or other technologies or other Confidential information will be revealed to the Client in strict confidence solely for the purpose set forth in the Scope of Services. The Client agrees not to use, induce, or permit others to use any of the confidential information or technologies (including any program or system architecture, algorithm, code, database, process, procedure, format, and/or program logic embodied therein) for any other purpose whatsoever. The Client is hereby granted a limited license to use such software for internal purposes only. The Client shall not disclose, sell, or otherwise transfer the software to other parties. Woolpert makes no warranties with respect to the capabilities of such software for any particular purpose.

6.16 Electronic Format: Woolpert deliverables may include database design, electronic computer-aided design and drafting (CADD) files, or other electronic documents or deliverables. Unless specifically directed otherwise by the Client prior to execution of this Agreement, databases and electronic files shall be developed based on Woolpert's standard practice and procedure. Woolpert shall not be liable for any erroneous information supplied by the Client or third party that Woolpert relies upon and incorporates into an electronic file, or other documents, plans, and specifications.

6.17 Warranty: Due to the easily alterable nature of electronic media, files, documents, and other deliverables, Woolpert makes no warranties, either express or implied, with respect to the accuracy, completeness, merchantability, or fitness for any particular purpose, including, but not limited to, performance in any software used by the Client or any other consultant or contractor.

6.18 Addendums/Additional Services: Services resulting from changes in the specific scope, extent, or character of the work or in the Client's needs, including but not limited to changes in size, complexity, or schedule; delays or demands by the Client, its agents, or contractors; or revision or rework of previously performed services when such services are due to causes beyond the control of Woolpert, shall be considered Additional Services, and with the agreement of the parties Woolpert shall be entitled to additional compensation for additional work. Unless otherwise agreed, such Additional Services shall be performed on a lump sum basis. Woolpert shall not be obligated to make revisions or perform Additional Services until Woolpert's receipt of a mutually executed Addendum as set forth in Section 3.

6.19 Entirety of Agreement: This Agreement embodies the entire agreement and understanding between the parties, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby. No alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto, except that all terms and conditions contained in a Client purchase order or other standard or preprinted work authorization issued by the Client shall be null and void, even if such document is of later date. This Agreement shall be governed by the laws of the state where the Services are performed. This Agreement includes this document and, by this reference, incorporates the following as if fully set forth herein:

- Attachment A: Scope Services •
- Attachment B: Compensation
- Attachment C: Schedule
- Attachment D: Deliverables
- All terms and conditions of the Ohio Statewide Imagery Acquisition RFP (CSP#0A06008), the resulting contract, and the proposal submitted by Woolpert responding to said RFP

6.20 Conflicts of Terms, Conditions, or Provisions. Notices: To the extent that any terms, conditions, or provisions of this Agreement and the Ohio Statewide Imagery Acquisition RFP (CSP#0A06008), resulting contract, and/or the proposal submitted by Woolpert responding to said RFP may be inconsistent, the terms, conditions, and/or provisions of this Agreement control.

6.21 Notices: Any notice required hereunder shall be sufficiently given when sent to the signatories hereunder or to the above-named contact person via United States certified mail, return receipt requested, or via overnight courier with receipt verification to the address set forth herein, or by personally delivering such notice to the party to be in receipt thereof.

6.22 Signatures: Any person executing this Agreement in a representative capacity hereby warrants that he/she has authority to sign this Agreement or has been duly authorized by his/her principal to execute this Agreement on such principal's behalf.

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6.23 DMA Form Statement: Woolpert 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, Woolpert 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.

6.24 Campaign Finance — Compliance with ORC § 3517.13: Ohio Revised Code Section 3517.13 43) 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. Woolpert, 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 Agreement will prohibit the County from entering, proceeding, and/or performing the Agreement.** Such certification is attached to this Agreement and by this reference made a part thereof.

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

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

RESOLUTION NO. 08-100

IN THE MATTER OF APPROVING AN ADDENDUM TO THE LICENSE AGREEMENT BETWEEN PICTOMETRY INTERNATIONAL AND DELAWARE COUNTY FOR THE NEW BUILDING OUTLINE PROJECT FOR GIS DATA:

It was moved by Mr. Evans, seconded by Mr. Ward to approve the Addendum.

ADDENDUM TO LICENSE AGREEMENT BETWEEN Pictometry International Corp (Pictometry) and Delaware County, OH (Licensee), dated the 15 day of January, 2008.

(In the event any provision of this Addendum conflicts in whole or in part with the terms of the License Agreement, the provisions of this Addendum shall control.)

The attached quote/order form # MC01152008BO for licensed product are an addendum to Delaware County's 2007 RFP and all terms and conditions of that RFP applies to this project.

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

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

RESOLUTION NO. 08-101

IN THE MATTER OF APPROVING AN ADDENDUM TO THE LICENSE AGREEMENT BETWEEN PICTOMETRY INTERNATIONAL AND DELAWARE COUNTY FOR THE NEW CHANGE FINDER PROJECT FOR GIS DATA:

It was moved by Mr. Ward, seconded by Mr. Evans to approve the Addendum.

ADDENDUM TO LICENSE AGREEMENT BETWEEN Pictometry International Corp (Pictometry) and Delaware County, OH (Licensee), dated the 15 day of January, 2008.

(In the event any provision of this Addendum conflicts in whole or in part with the terms of the License Agreement, the provisions of this Addendum shall control.)

The attached quote/order form # MC01152008CF for licensed product are an addendum to Delaware County's 2007 RFP and all terms and conditions of that RFP applies to this project.

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

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

RESOLUTION NO. 08-102

IN THE MATTER OF APPROVING SELECTIONS FOR THE LIBERTY/BERLIN TOWNSHIP CRA HOUSING COUNCIL:

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

WHEREAS, Delaware County has created the Liberty/Berlin Township Community Reinvestment Area (CRA) pursuant to Ohio Revised Code (ORC) Chapter 3735; and

WHEREAS, ORC 3735.69 requires that a CRA Housing Council be appointed for each CRA; and

WHEREAS, the statute also requires that the County Commissioners each appoint one member to the Housing Council; and

WHEREAS, the Regional Planning Commission will select two members with the remaining member to be selected by a majority of the Housing Council members.

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

Section 1. The Delaware County Commissioners determine that the following people be approved as members of the Liberty/Berlin Township CRA Housing Council:

- 1. Lana Will, Chase Bank
- 2. Michael Corbett, Delaware Creative Housing
- 3. Tom Randal, Manpower

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

RESOLUTION NO. 08-103

IN THE MATTER OF SETTING BID OPENING DATE AND TIME FOR THE VILLAGE OF OSTRANDER
EMERGENCY ROAD REPAIR:

It was moved by Mr. Evans, seconded by Mr. Jordan to approve the bid opening date and time for **Tuesday, February 19, 2008 at 1:30 pm**. This bid opening will be held at the Delaware County Commissioners’ Office located at 101 N. Sandusky Street, Delaware, Ohio 43015.

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

RESOLUTION NO. 08-104

IN THE MATTER OF APPROVING THE CONTRACTS BETWEEN THE DEPARTMENT OF JOB AND
FAMILY SERVICES, THE DELAWARE COUNTY COMMISSIONERS AND THE VARIOUS CHILD CARE
PROVIDERS LISTED BELOW:

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

BASIC RATES

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

Hourly: Paid after 60 hours

Part-time Week for Center and Type A Providers: 8 hours to 24.9 hours

Hourly Paid for .1 hour to 7.9 hours

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

Hourly: Paid after 50 hours

Part-time Week for Home Providers: 8 hours to 24.9 hours

Hourly Paid for .1 hour to 7.9 hours

Child Care Provider	Infants	Toddlers	Preschool	School
Brianna Kinniard 134 Flintwood Drive Delaware, Ohio 43015	\$147.34 Full	\$143.00 Full	\$132.58 Full	\$118.55 Full
	\$ 108.33 Part	\$ 110.72 Part	\$ 112.42 Part	\$ 89.61 Part
	\$ 5.17 Hourly	\$ 4.88 Hourly	\$ 5.77 Hourly	\$ 5.28 Hourly
	Summer Rate	\$130.73 Full	\$ 94.89 Part	\$ 6.08 Part time
Oksna Neverov 78 W. Riverview Drive Powell, Ohio 43065	\$147.34 Full	\$143.00 Full	\$132.58 Full	\$118.55 Full
	\$ 108.33 Part	\$ 110.72 Part	\$ 112.42 Part	\$ 89.61 Part
	\$ 5.17 Hourly	\$ 4.88 Hourly	\$ 5.77 Hourly	\$ 5.28 Hourly

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	Summer Rate	\$130.73 Full	\$ 94.89 Part	\$ 6.08 Part time
Arleen Sunkle 1521 US 42 North Delaware, Ohio 43015	\$147.34 Full \$ 108.33 Part \$ 5.17 Hourly	\$143.00 Full \$ 110.72 Part \$ 4.88 Hourly	\$132.58 Full \$ 112.42 Part \$ 5.77 Hourly	\$118.55 Full \$ 89.61 Part \$ 5.28 Hourly
	Summer Rate	\$120.00 Full	\$ 94.89 Part	\$ 6.08 Part time

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

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

RESOLUTION NO. 08-105

IN THE MATTER OF AMENDING THE PROFESSIONAL SERVICES CONTRACT BETWEEN THE
DELAWARE COUNTY DEPARTMENT OF JOB AND FAMILY SERVICES, THE DELAWARE COUNTY
COMMISSIONERS AND ATRIUM PERSONNEL & CONSULTING SERVICES:

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

AMENDMENT TO CONTRACT
For
Purchased Professional Services

AMENDMENT NO. 3

This Amendment, effective January 1, 2008, is to amend the Contract for Purchased Professional Services between the Delaware County Department of Job and Family Services, a department of the Delaware County Commissioners, and Atrium Personnel & Consulting Services, entered into on the 1st day of December, 2006.

- I. Article 1. Scope of Services. Changes ending date from December 31, 2007 to June 30, 2008.
- II. Article III. Payment of fees: Changes the amount reimbursable under the contract from \$40,000to \$100,000.

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

RESOLUTION NO. 08-106

IN THE MATTER OF APPROVING THE 2008 JOB AND FAMILY SERVICES REQUIRED TRAINING
TRAVEL REQUESTS:

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

TO: The Board of County Commissioners
Delaware County, Ohio

Required Training/Meetings

Cost of training to be paid from local/state/federal appropriated funds
Following are itemized the anticipated expenses necessary to be incurred during such period.
NOTE: The total will be the maximum that would be reimbursed. Staff will use a county vehicle if available, reasonable and efficient.

1.
I hereby request authorization for:
Donna Bukovec, Kathy Butler, Patti Clements, Shannon Cox, Elizabeth Jones, Brigitte Polycn, Lori Powers, John Reeves, Angela Rosencrans, Lucas Schertzer, Jamie Sheperd, Julie Showalter, Lynn Stacy, Angie Steck, April Wehrle, Shelene Williams, Ashley Wyatt, Dannielle Lopez, Sarah Cass, Alba Rozansky:

to attend, at the expense of Delaware County, training at various locations, primarily 855 W. Mound Street, Columbus for the period of 01/01/08 through 12/31/08.

(6 trainings x 18 staff x 80 miles x \$0.40)		
Mileage for personal automobile actual miles at \$0.40	\$	3,456
Parking for actual cost	\$	200

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Registration for actual cost (1 training x 18 staff x \$150.00)	\$	2,700
Approximate of total request	\$	6,356

2.
I hereby request authorization for:
Kathy Butler, Elizabeth Jones, Lynn Stacy, Jackie Schonauer

to attend, at the expense of Delaware County, quarterly SIS/SACWIS meetings at various locations for the period of 01/01/08 through 12/31/08.

(4 meetings x 100 miles x \$0.40)		
Mileage for personal automobile actual miles at \$0.40	\$	160
Parking for actual cost (4 meetings x \$10.00)	\$	40
Registration for actual cost		-0-
Approximate of total request	\$	200

3.
I hereby request authorization for:
Donna Bukovec, Patti Clements, Kathy Butler, Angela Rosencrans, Lori Powers:

to attend, at the expense of Delaware County, quarterly foster/adoption coordinator meetings, regional adoption meetings, liason meetings at Columbus, OH for the period of 01/01/08 through 12/31/2008.

(10 meetings x 60 miles x \$0.40)		
Mileage for personal automobile actual miles at \$0.40	\$	240
Parking for actual cost (10 meetings x \$10.00)	\$	100
Registration for actual cost		-0-
Approximate of total request	\$	340

4.
I hereby request authorization for:
Mona Reilly, Lynn Stacy, Kathy Butler, Patti Clements, Angela Roseacrans

to attend, at the expense of Delaware County, quarterly Regional Social Services Supervisor/Administrator meetings at 899 E. Broad Street, Columbus, OH for the period of 01/01/08 through 12/31/08.

(4 meetings x 60 miles x \$0.40)		
Mileage for personal automobile actual miles at \$0.40	\$	96
Parking for actual cost (11 meetings x \$10.00)	\$	-0-
Registration for actual cost		\$ -0-
Approximate of total request	\$	96

5.
I hereby request authorization for:
Sharon Aspery, Debra Benjamin, Dan Benton, Beth Blatt, Kelli Bolton, Diane Bowersmith, Deb Breedlove, Mary Burns, Angela Dutcher, Sarah Gast, Tammy Gilliand, Kimberly Graham, Larry Hager, Karol Hoyle, Carolyn Kaszowski, Vickie Kerns, Julie King, Holly Kuba, Jennifer Laird, Rhonda Leasure, Tammy Mannasmith, Julie Marshall, Kathy Mason, Sherry Melvin, Judy Mitchell, Brenda Newell, Pam Pruett, April Riley, Jody Scheff, Sue Sours, Marty Starkey, Elizabeth Tallent, Peg Watkins, Steve Ehrle, Steven Fischer, Karen Burke

to attend, at the expense of Delaware County, CRISE and Policy training at Columbus and various locations in Ohio for the period of 01/01/08 through 12/31/08.

(4 staff x 18 days x 60 miles x \$0.40)		
Mileage for personal automobile actual miles at \$0.40	\$	1,728
Parking for actual cost	\$	120
Registration for actual cost		-0-
Approximate of total request	\$	1,848

6.
I hereby request authorization for:
Heather Allen, Kelli Bolton, Karen Burke, Steve Ehrle, Steven Fischer, Julie King, Rhonda Leasure, Sharon Lloyd, Judy Mitchell, Mona Reilly, Larry Hager, Pam Pruett, Jennifer Laird, Angela Thomas, Jackie Schonauer, Tracy Merrin

to attend, at the expense of Delaware County, WIA, TANF, or One Stop Technical Assistance meetings, Monthly Workforce Development meetings, One Stop Consortium and RAC meetings, Workforce

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Development Systems Operations meetings, IM Supervisor meetings, Medicaid Meetings, Quarterly Family Stability Regional meetings, Delaware-Knox Board meetings, at various locations for the period of 01/01/08 through 12/31/08.

(100 miles x 12 x \$0.40) + (60 miles x 6 x \$0.40)

Mileage for personal automobile actual miles at \$0.40	\$	624	
Parking for actual cost(12 meetings x \$10.00)	\$	120	
Meals (\$10 x 4 meetings x 2)	\$	80	
Registration for actual cost		\$	240
Approximate of total request	\$	1,064	

7.
I hereby request authorization for:
Larry Hager, Tammy Mannasmith

to attend, at the expense of Delaware County, Monthly Child Care meetings, at various locations for the period of 01/01/08 through 12/31/08.

(12 meetings x 60 miles x \$0.40)

Mileage for personal automobile actual miles at \$0.40	\$	288
Parking for actual cost (12 meetings x \$10)	\$	120
Approximate of total request	\$	408

8.
I hereby request authorization for:
Sharon Aspery, Tammy Mannasmith, Larry Hager, Marty Starkey

to attend, at the expense of Delaware County, Quarterly Child Care meetings at various locations in Ohio for the period of 01/01/08 through 12/31/08.

(4 meetings x 100 miles x \$0.40)

Mileage for personal automobile actual miles at \$0.40	\$	160
Parking for actual cost	\$	40
Meals (2 meals X 4 meetings)	\$	80
Approximate of total request	\$	280

9.
I hereby request authorization for:
Anne Tallent, Larry Hager

to attend, at the expense of Delaware County, Quarterly Fraud/Overpayment meetings at various locations for the period of 01/01/08 through 12/31/08.

(100 miles x 4 meetings x \$0.40)

Mileage for personal automobile actual miles at \$0.40	\$	160
Parking for actual cost		
Registration for actual cost		
Meals (4 lunches at \$10.00)	\$	40
Approximate of total request	\$	200

10.
I hereby request authorization for:
Rhonda Leasure, Judith Mitchell, Jennifer Laird, Tracey Merrin, Mona Reilly, Sharon Lloyd, Julie King, Larry Hager, Heather Allen, Kelli Bolton, Karen Burke. Steven Fischer

to attend, at the expense of Delaware County, Chamber of Commerce Functions, One Stop or WIA Trainings and Workshops at various locations for the period of 01/01/08 through 12/31/08.

(1 car x 60 miles x 9 x \$0.40)

Mileage for personal automobile actual miles at \$0.40	\$	216
Parking for actual cost	\$	150
Registration for actual cost(\$20 x 3 staff x 9 functions)	\$	540
Approximate of total request	\$	906

11.
I hereby request authorization for:
Mona Reilly, Angela Thomas, Pam Pruett, Larry Hager, Jennifer Laird, Rhonda Leasure, Patricia Clements, Lynn Stacy

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to attend, at the expense of Delaware County, Quarterly PCSAO (Public Children Services Assoc. of Ohio), ODJFS (Ohio Job and Family Services Directors Assoc.), ODJFS Children Services Directors, Region 1 Directors meetings, OJFSDA Committee Meetings, WIA Administrator Meetings/Trainings at various locations for the period of 01/01/08 through 12/31/08.

(44 meetings x 75 miles x \$0.40)

Mileage for personal automobile actual miles at \$0.40	\$	1,320	
Parking for actual cost (24 meetings x \$10)	\$	240	
Registration for actual cost		\$	1,000
Approximate of total request	\$	2,560	

12.
I hereby request authorization for:
Jackie Schonauer, Angela Thomas, Mona Reilly, Barb Minnick, Rhonda Leasure, Steve Ehrle

to attend, at the expense of Delaware County, Quarterly Fiscal/WIA/OJFSDA meetings at Columbus and various locations for the period of 01/01/08 through 12/31/08.

(10 meetings x 60 miles x \$0.40)

Mileage for personal automobile actual miles at \$0.40	\$	240	
Parking for actual cost	\$	60	
Registration for actual cost (\$15 x 3 staff x 6 meetings) \$	270		
Approximate of total request	\$	570	

13.
I hereby request authorization for:
Jackie Schonauer, Barbara Minnick, Jacky Walters, , Angela Thomas

to attend, at the expense of Delaware County, Annual PET & QUIC user meetings (fiscal software at various locations for the period of 01/01/08 through 12/31/08.

(4 days x 100 miles x \$0.40)

Mileage for personal automobile actual miles at \$0.40	\$	160	
Parking for actual cost		-0-	
Registration for actual cost		\$	900
Approximate of total request	\$	1,060	

14.
I hereby request authorization for:
Mona Reilly, Angela Thomas

to attend, at the expense of Delaware County, Monthly JFSDA and PCSAO meetings at various locations for the period of 01/01/08 through 12/31/08.

(24 days x 60 miles x \$0.40)

Mileage for personal automobile actual miles at \$0.40	\$	576	
Parking for actual cost	\$	200	
Registration for actual cost			-0-
Approximate of total request	\$	776	

15.
I hereby request authorization for:
Jackie Schonauer, Jennifer Laird, Anne Tallent, Larry Hager, Pam Pruett

to attend, at the expense of Delaware County, Quarterly MIS & Northwood’s meetings at various location in Central Ohio for the period of 01/01/08 through 12/31/08.

(4 days x 60 miles x \$0.40)

Mileage for personal automobile actual miles at \$0.40	\$	96	
Registration for actual cost			-0-
Approximate of total request	\$	96	

16.
I hereby request authorization for:
Debra Benjamin, Jennifer Laird, Anne Tallent, Larry Hager, Pam Pruett

to attend, at the expense of Delaware County, Bi-annual TPOC meetings at Columbus for the period of 01/01/08 through 12/31/08.

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(2 days x 60 miles x \$0.40)			
Mileage for personal automobile actual miles at \$0.40	\$	48	
Parking for actual cost	\$	30	
Registration for actual cost			-0-
Approximate of total request	\$	78	

Requested/Recommend by: Mona Reilly, Director
Delaware County Department of Job and Family Services

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

RESOLUTION NO. 08-107

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Tim Archer is resigning his position as a Paramedic with the EMS Department; effective date January 26, 2008.

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

RESOLUTION NO. 08-108

IN THE MATTER OF ACCEPTANCE OF THE SANITARY SEWERS FOR GREIF BROTHERS EXTENSION;
DERBY GLEN FARMS 1; WEDGEWOOD OFFICE PARK AND WOODS OF POWELL NORTH 2-1:

It was moved by Mr. Evans, seconded by Mr. Ward to accept the sanitary sewers for ownership, operation, and maintenance by Delaware County as follows:

Greif Brothers Extension	5,220 feet of 12-inch sewer	20 manholes
Derby Glen Farms 1	1,975 feet of 8-inch sewer	9 manholes
Wedgewood Office Park	395 feet of 8-inch sewer	2 manholes
Woods of Powell North 2-1	1,348 feet of 8-inch sewer	6 manholes

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

RESOLUTION NO. 08-109

IN THE MATTER OF ADOPTING NEW RATES AT THE DELAWARE COUNTY SOLID WASTE
TRANSFER FACILITY:

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

WHEREAS the Board of County Commissioners of Delaware County has solicited and received bids for operations Delaware County Solid Waste Transfer Station and disposal of municipal solid waste and construction demolition debris, and

WHEREAS, the Board of County Commissioners of Delaware County has entered into a Solid Waste Transfer Station Operation Agreement with Central Ohio Contractors for the operation of the Delaware County Solid Waste Transfer Station and disposal of municipal solid waste and construction demolition debris dated May 7, 2007,

WHEREAS the Agreement requires the disposal rates to change as of June 1st each year of the contract, and

WHEREAS the contractor is required to collect all state, district, and landfill fees (AKA “pass through” fees) for all Municipal Solid and Construction and Demolition waste delivered to the Transfer Station, and

WHEREAS the Agreement also allows for rate increases to the pass through fees as they are increased by the respective controlling agency, and

WHEREAS the Ohio Environmental Protection Agency has increased the current pass through fee for Construction and Demolition waste received by Construction and Demolition Waste landfills by \$0.10 per ton and \$0.05 per cubic yard effective January 1, 2008.

NOW THEREFORE BE IT RESOLVED, that the Delaware County Board of County Commissioners does hereby adopt the following disposal rates at the Delaware County Solid Waste Transfer Station effective January 1,

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DELAWARE COUNTY SOLID WASTE TRANSFER STATION RATE

Commercial and Non Commercial Users:					
	Current Rate	January 1, 2008	June 1, 2008	June 1, 2009	
		Price per Ton			
Municipal Waste	\$44.83	\$44.83	\$45.73	\$46.66	
Construction and Demolition Debris	\$34.71	\$34.81	\$35.81	\$36.84	
Minimum Charge - Non Commercial:					
		Price per Cubic Yard			
Municipal Solid Waste	\$14.94	\$14.94	\$15.24	\$15.55	
Construction and Demolition Debris	\$11.57	\$11.62	\$11.95	\$12.30	
Miscellaneous Charges:					
		Price per Each			
Car & Pickup Tire	\$5.50	\$5.50	\$6.00	\$6.50	
Semi-Truck Tire	\$11.00	\$11.00	\$11.50	\$12.00	
Tractor Tire	\$27.50	\$27.50	\$28.00	\$28.50	
Hot Water Heater	\$0.00	\$0.00	\$0.00	\$0.00	
Large Appliance	\$0.00	\$0.00	\$0.00	\$0.00	

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

RESOLUTION NO. 08-110

SETTING TIME AND DATE TO RECEIVE BIDS FOR STRUCTURAL REPAIRS AND IMPROVEMENTS TO
THE DELAWARE COUNTY SOLID WASTE TRANSFER STATION:

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

PUBLIC NOTICE
INVITATION TO BID

Sealed bids will be received by the Board of Commissioners, Delaware, Ohio at 50 Channing Street, Delaware, Ohio 43015 at **2:00 PM prevailing time on February 29, 2008** at which time they will be publicly opened and read and the contract awarded as soon as possible for the following:

Structural Repairs to the Solid Waste Transfer Station

Bid packages will be available on January 30, 2008 after 12:00 PM.

A required Pre-Bid conference will be held at the Solid Waste Transfer Station, 888 US 42 North, Delaware, Ohio per the Contract Documents.

Engineer’s Estimate is \$110,000.00.

Each bid must contain the full name of every person or company interested in same, and must be accompanied by a fee of \$25.00 (non-refundable) and an appropriate bid bond or certified check made payable to Delaware County Board of Commissioners. Bid specifications may be obtained from Delaware County Division of Environmental Services, 50 Channing Street Delaware, Ohio 43015 between 8:00 AM and 5:00 PM. Requests

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should be made toward the attention of Tiffany A. Jenkins, P.E., Environmental Services Engineer at 740-833-2240 or tjenkins@co.delaware.oh.us

The County reserves the right to reject any and all bids, in whole or in part, to waive any informality in any or all bids, to accept the bid or part it deems most favorable to the County after the bids have been examined and checked, and subject to the approval of the County Commissioners. Bids shall be submitted in a sealed envelope marked “Sealed Bid for Structural Repairs to the Solid Waste Transfer Station”.

No bid shall be withdrawn for a period of sixty (60) days after being publicly opened and read.

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

RESOLUTION NO. 08-111

IN THE MATTER OF APPROVING PERSONNEL ACTIONS:

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

Craig Snyder is resigning his position with the Maintenance Department; effective date January 4, 2008.

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

RESOLUTION NO. 08-112

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 LAND ACQUISITION:

It was moved by Mr. Jordan, seconded by Mr. Evans to adjourn into Executive Session at 10:20AM.

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

RESOLUTION NO. 08-113

IN THE MATTER OF ADJOURNING OUT OF EXECUTIVE SESSION:

It was moved by Mr. Ward, seconded by Mr. Evans to adjourn out of Executive Session at 12:10PM.

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

There being no further business the meeting adjourned.

Glenn A. Evans

Kristopher W. Jordan

James D. Ward